

## TOWN OF LAUDERDALE-BY-THE-SEA

## AGENDA ITEM REQUEST FORM

	Assistan	t Town Ma	nage	r	( Alla	J.	John Olin	zock
·		nt Submitting Re				T	Dept Head's Si	
	Commission Meeting Dates	Last date to turn in Town Clerk's Office		Commission Meeting Dates	Last date to turn in to Town Clerk's Office		Commission Meeting Dates	Last date to turn in to Town Clerk's Office Mar 12 (5:00
	Nov 10, 2009	Oct. 30 (5:00 p.m.)		Jan 26, 2010	Jan 15 (5:00 p.m.)		March 23, 2010	•
	Dec 1, 2009	Nov 20 (5:00 p.m.		Feb 9, 2010	Jan 29 (5:00 p.m.)		April 13, 2010	April 2 (5:00p.m.)
	Dec 8, 2009	Nov 25 (5:00 p.m.	) 🗆	Feb 23, 2010	Feb 12 (5:00 p.m.)	×	April 27, 2010	April 16 (5:00p.m.)
	Jan 12, 2010	Dec 31 (5:00 p.m.)		Mar 4, 2010	Feb 19 (5:00p.m.)		May 11, 2010	April 30 (5:00p.m.)
AGE	URE OF ENDA ITEM	[ [ [ [	Re Co		Resolution Ordinance Public Hea Old Busine	aring ess		New Business Manager's Report Attorney's Report Other
STA	FF RECOMM	Commission App ENDATION: TEE RECOMN	N/A.			Lig	ht Maintenanco	e Services. ITB 10-03-02
FISC	CAL IMPACT	AND APPROP	RIATI	ON OF FUND	os: N/A			
	Amount Transfer of fur Bid	nds required	Acc Fro	m Acct #	Amount represents m	atch	ing funds	
Tour	n Attorney review	required			APR 1 6 2010			
Ø	Yes 🔲	No					Town N	Manager's Initials:

### STREETLIGHT MAINTENANCE

## INVITATION TO BID #10-03-02

	Universal Electric of Florida, Inc.	Imperial Electrical, Inc.	Horsepower Electricsl, Inc.	Scott's Electrical & Lighting, LLC	American Lighting and Signalization	Davco Electrical Contractor s Corp.	Lighting Management Co., Inc.	Signal Technology, Inc.	Florida Electric Contracting Service Inc.	Lectra Living, Inc.
REGULAR HOURLY RATE										<b>g</b> ,
DURING REGULAR BUSINESS HOURS: JOURNEYMAN HELPER AFTER REGULAR BUSINESS HOURS:	\$ 34.75 \$ 22.75	\$ 40.00 \$ 25.00	\$ 85.00 \$ 65.00	\$ 40.00 \$ 30.00	\$ 45.00 \$ 25.00	\$ 55.00 \$ 40.00	\$ 65.00 N/A	\$ 65.00 \$ 45.00	\$ 45.00 \$ 38.50	\$ 65.00 \$ 33.00
JOURNEYMAN HELPER	\$ 17.00 \$ 11.00	\$ 15.00 \$ 10.00	\$ 90.00 \$ 70.00	\$ 40.00 \$ 30.00	\$ - \$ -	\$ 82.50 \$ 60.00	\$ 97.50 N/A	\$ 25.00 \$ 15.00	\$ 75.00 \$ 57.75	\$ 97.50 \$ 49.50
DURING HOLIDAYS OUTLINED IN THE CONTRACT: JOURNEYMAN HELPER	\$ 14.45 \$ 10.00	\$ 15.00 \$ 10.00	\$ 90.00 \$ 70.00	\$ 50.00 \$ 40.00	\$ - \$ -	\$ 82.50 \$ 60.00	\$ 130.00 N/A	\$ 50.00 \$ 25,00	\$ 75.00 \$ 57.75	\$ 97.50 \$ 49.50
MARK-UP ON MATERIALS AT COST:	15%	15%	15%	15%	20%	10%	25%	17.5%	28%	15%
HOURLY RATE FOR THE USE OF A 40' LIFT TRUCK;	\$ 30.00	\$ 40.00	\$ 25.00	\$ 40.00	\$ 30.00	\$ 40.00	\$ 65.00	\$ 35.00	\$ 35,00	\$ 80.00

REVIEWED BY:

KAOLA KING

Director of Finance and Budget

DATE:

4/12/2010

#### SUN-SENTINEL

PUBLISHED DAILY FORT LAUDERDALE, BROWARD COUNTY, FLORIDA BOCA RATON, PALM BEACH COUNTY, FLORIDA MIAMI, MIAMI-DADE COUNTY, FLORIDA

STATE OF FLORIDA COUNTY OF BROWARD/PALM BEACH/MIAMI-DADE

BEFORE THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED LINDA HALL, WHO, ON OATH, SAYS THAT SHE IS A DULY AUTHORIZED REPRESENTATIVE OF THE CLASSIFIED DEPARTMENT OF THE SUN-SENTINEL, DAILY NEWSPAPER PUBLISHED IN BROWARD/PALM BEACH/MIAMI-DADE COUNTY, FLORIDA, THAT THE ATTACHED COPY OF ADVERTISEMENT, BEING A:

INVITATION TO BID

THE MATTER OF:

LAUDERDALE BY THE SEA, FLORIDA ITB 10-03-02

IN THE CIRCUIT COURT; WAS PUBLISHED IN SAID NEWSPAPER IN THE ISSUES OF:

MARCH 21, 2010

13859728

AFFIANT FURTHER SAYS THAT THE SAID SUN-SENTINEL IS A NEWSPAPER PUBLISHED IN SAID BROWARD/PALM BEACH/MIAMI-DADE COUNTY, FLORIDA. AND THAT THE SAID NEWSPAPER HAS HERETOFORE BEEN CONTINUOUSLY PUBLISHED IN SAID BROWARD/PALM BEACH/MIAMI-DADE COUNTY, FLORIDA EACH DAY, AND HAS BEEN ENTERED AS SECOND CLASS MATTER AT THE POST OFFICE IN FORT LAUDERDALE, IN SAID BROWARD COUNTY. FLORIDA, FOR A PERIOD OF ONE YEAR NEXT PRECEDING THE FIRST PUBLICATION OF ATTACHED COPY OF ADVERTISEMENT: AND AFFIANT FURTHER SAYS THAT SHE HAS NEITHER PAID, NOR PROMISED, ANY PERSON, FIRM. OR CORPORATION, ANY DISCOUNT, REBATE, COMMISSION, OR REFUND, FOR THE PURPOSE OF SECURING THIS ADVERTISEMENT FOR PUBLICATION IN SAID NEWSPAPER.

(SIGNATURE OF LINDA HALL, AFFIANT)

SWORN TO AND SUBSCRIBED BEFORE ME ON 22 MARCH 2010, A.D.

SIGNATURE OF NOTARY PUBLIC)

zulu

JULIEANN C. ROSSI Notary Public - State of Florida My Comm. Expires Apr 18, 2013 Commission # DD 855420 Bonded Through National Notary Assn.

(NAME OF NOTARY, TYPED, PRINTED, OR STAMPED)

PERSONALLY KNOWN (X) OR PRODUCED IDENTIFICATION ()

TOWN OF LAUDERDALE RY-THE-SEA INVITATION TO BID

ITB 10-03-02

The Town of Lauderdale by Thesea will be acceptine seded bids for 
Streetlight Maintending Services 
Agreement 2010

Sealed, Bids, for the Streetlight 
Maintenance, Services Agreement 
2010 will be received at the office of 
the Yown Clerk, Jown of Lauderdale 
By The Sea, 450 th Doean Drive, Lauderdale By The Sea, Florida, 33308 
and 2:30 p.m. jocal time, on the 8th 
day of April, 20 to, and will be publicly 
opened and lead soon thereafter. 
Any bids received after the time and 
date specified will no the considered 
Bid packets may be settined at the 
office of the Town Clerk, 954-776
10576.

The project consists of furnishing

office of the Town Clerk, 954-776-17th project consists of furnishing the necessary equipment abor, and materials for the pendarmance of streetlight maintenance services for streetlight equipment, and systems specified in the commact documents.

March 21, 2010

## STREETLIGHT MAINTENANCE SERVICES AGREEMENT 2010

ISSUE DATE: March 10, 2010

ITB # 10-03-02

MAIL OR DELIVER BIDS TO:

JUNE WHITE, TOWN CLERK

TOWN OF LAUDERDALE-BY-THE-SEA

4501 OCEAN DRIVE

LAUDERDALE-BY-THE-SEA, FLORIDA 33308

(954) 776-0576

BIDS MUST BE RECEIVED NO

LATER THAN:

2:00 P.M. April 8, 2010

Bid Opening 2:00 P.M.



201	0

#### To: All Prospective Bidders:

Town of Lauderdale-By-The-Sea Bid for Street Light Maintenance Services 2010 contains the following documents:

#### Part 1 Bid Requirements and Information

Invitation To Bid	1
Street Light Maintenance Bid Form	2
Specifications	8
Street Light Maintenance Services Bid	9-11
Statement of No Bid	13

#### Part 2 Agreement Forms

Street Light Maintenance Services Agreement	16
Sample Work Order	19
Anti-Kickback Affidavit	20 20
Public Entity Crimes Form	21

Please review your bid package to ensure that it contains all of these documents. For further information pertaining to this Street Light Maintenance Services Agreement or to obtain copies of any missing document(s), please call (954) 776-0576.

If your firm determines that a "No Bid" response is required, please complete and return the "Statement of No Bid". Firms submitting a bid should ensure that the following documents are completed, certified, and returned as instructed: Bid Form, Street Light Maintenance Services Form, Street Light Maintenance Services Contract Rates Form, Experience of Bidder Form, Anti-Kickback Affidavit, Public Entities Crimes Form, and all licenses required.

## PART 1

# BID REQUIREMENTS AND INFORMATION

#### **INVITATION TO BID**

Sealed Bids for the Street Light Maintenance Services Agreement 2010, addressed to the Town of Lauderdale-By-The-Sea (the "Town"), will be received at the office of the Town Clerk, Town of Lauderdale-By-The-Sea, Florida, 33308 until **2:00** p.m., local time, on the 8<sup>th</sup> day of April, 2010, and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

The project consists of furnishing the necessary equipment, labor, and materials for the performance of Street Light Maintenance Services and repair services for the Town's Street Light equipment and systems.

One (1) original and (3) copies of the bid are to be enclosed in a sealed envelope clearly marked on the outside "STREET LIGHT MAINTENANCE SERVICES AGREEMENT 2010 ITB #10-03-02" and delivered to:

JUNE WHITE, TOWN CLERK TOWN OF LAUDERDALE BY-THE-SEA 4501 OCEAN DRIVE LAUDERDALE-BY-THE-SEA, FLORIDA 33308

Each Bid must be submitted on the prescribed forms:

Within ten (10) calendar days after the Notice of Award, the successful bidder will be required to furnish documentation showing compliance with the licensing requirements of the Code of Ordinances of the Town, the State of Florida and applicable federal law. Compliance with these provisions is a prerequisite to execution of the contract. Specifically, within ten (10) calendar days after the Notice of Award, the successful bidder must demonstrate that they meet the requirements stated herein.

#### 1. LICENSES

All licenses or certificates required by federal, state or local statutes or regulations and applicable to performance as required must be in full force and in effect and evidence thereof shall be provided to Town.

#### DOCUMENTATION

Bidder must have evidence of: i) a valid Certificate of Competency issued by the Director of the Town Building and Zoning Department, and ii) all applicable state and local licenses required to perform pursuant to the bid, including, without limitation, any licenses listed below. All the foregoing shall be maintained throughout the contract term.


#### 3. BONDS AND INSURANCE

All bid bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the surety or insurance company having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said surety or insurance company shall be duly licensed and qualified to do business in the State of Florida.

#### 4. QUALIFICATIONS

Before a contract will be awarded for the work contemplated herein, the Town may, at its option, conduct such investigation as is necessary to determine the performance record and ability of the bidder to perform the type and magnitude of work specified herein. Upon request, the bidder shall submit such information as deemed necessary by the Town to evaluate the bidder's qualifications.

#### REJECTION OF BIDS

For information concerning the scope of the work, contact Don Prince, Municipal Services Director, Town of Lauderdale By-The-Sea, telephone: (954) 776-0576.

The Town may reject bids for any reason, including without limitation:

- (a). for budgetary reasons, or,
- (b). if the bidder mis-states, conceals, or omits any material fact in the bid, or,
- (c). if the bid does not strictly conform to the law or is non-responsive to the request bid requirements, or,
- (d). if the bid is conditional, or,
- (e). if a change of circumstances occurs making the bid unnecessary to the Town. The Town may also waive any minor informalities or irregularities in any bid.

#### 6. PREPARATION OF BIDS

Bids will be prepared and provided in accordance with the following:

1. Bids must be submitted on the forms furnished. Facsimile and electronic mail bids will not be considered. Other forms will be rejected.

- 2. All information required by the bid form shall be furnished. The bidder shall print or type his/her name and provide the original signature of an individual authorized to bind bidder on the Services Agreement Form.
- 3. Bidder shall thoroughly examine and complete the entire bid.
- 4. All bids shall be submitted in original plus three (3) copies, and in sealed envelopes.
- 5. Bidders are advised that all Town contracts are subject to legal requirements provided for in the Town Code and all other applicable law. The Town is not bound until the appropriate contract is executed by Town and approved by legal counsel of Town.

#### 7. DESCRIPTION OF SUPPLIES

Any manufacturers name, trade name, brand name, or catalog number used in the documents are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE UNLESS SO STATED. Bids will be considered for any brand which meets the quality of the specifications for any item used. All materials supplied by Contractor must be new, first rate quality, and up to the standard customarily used in the industry.

#### 8. SUBMISSION OF BIDS

Bids shall be enclosed in sealed envelopes addressed to the Town Clerk, Town of Lauderdale-By-The-Sea. The name and address of the bidder, the date and hour of the bid opening and the bid title should be placed on the outside of the envelope.

Unless otherwise indicated, all bids received may be awarded on partial or full basis.

#### 9. WITHDRAWAL OF BID

Bids may be withdrawn prior to the time set for bid opening. Such request must be in writing, addressed to the Town Clerk.

#### 10. LATE BIDS OR MODIFICATION

Bids and modifications received after the time set for the bid opening will not be considered. Modifications in writing received prior to the time set for the bid opening will be accepted, provided they are in conformance with all requirements set forth herein.

#### 11. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

Bidders shall comply with all local, state and federal directives, orders and laws as applicable to this bid and any subsequent contract(s) including, but not limited to:

- 1. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246, as applicable.
- 2. Minority Business Enterprises (MBE), as applicable.
- 3. Occupational Safety and Health Act (OSHA), as applicable.

#### 12. INSURANCE REQUIREMENTS

Contractor shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance, including Workers' compensation insurance, employer's liability insurance, and comprehensive liability insurance as indicated below:

General Aggregate	\$1,000,000.00
Products-Comp/Op Agg.	\$1,000,000.00
Personal & Adv. Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Fire Damage (any one fire)	\$50,000.00
Med .Expense (any one person)	\$5,000.00

The policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. Contractor shall specifically protect the Town and the Town of Lauderdale By-The-Sea Commissioners by naming said as additional insured under the Comprehensive Liability Insurance Policy. Contractor shall provide to Town a Certificate of insurance or a copy of all insurance policies required by Town. Town reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that Town shall be given thirty (30) days notice prior to expiration or cancellation of the policy.

#### 13. COLLUSION

The bidder, by affixing his/her signature to his/her/its bid, agrees to the following: "Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

#### 14. VARIANCE IN CONDITIONS

Any and all special conditions and	specifications	attached	hereto	as an	Exhibit	shall
govern over the provisions herein.	Exhibits attach	ed:				0

#### 15. APPROPRIATIONS CLAUSE

If performance of the contract or delivery extends beyond the current fiscal year (which ends on September 30) the contract shall be contingent upon the availability of funds appropriated for such purposes in the Town's annual budget for the next succeeding fiscal year.

#### 16. CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS:

If any person contemplating submitting a bid is in doubt as to the meaning or interpretation of the specifications or any provision hereof or the bid documents or any part thereof, he may submit to the Town Clerk on or before five (5) calendar days prior to the scheduled opening, a request for information. All such requests for information shall be made in writing and the person submitting the request will be responsible for prompt delivery. Any interpretations provided, if made, will be made only by addendum duly issued. The Town will attempt to provide a copy of such addendum to each person receiving the Invitation to Bid. The Town will not be responsible for any other explanation or interpretation prior to the award of the contract. Any objection to the specifications and requirements as set forth in the bid must be filed in writing with the Acting Municipal Services Director on or before five (5) calendar days prior to the scheduled opening.

#### 17. DISCOUNTS:

- A. Bidder may offer a cash discount for prompt payment; however, such discount shall not be considered in determining the lowest cost for bid evaluation. Bidders are encouraged to reflect cash discounts in the unit price quoted.
- B. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

#### 18. AWARD OF CONTRACT:

- A. The contract will be awarded to the lowest responsive and responsible bidder whose bid, conforming to the Invitation to Bid, is most advantageous to the Town, prices and other factors considered.
- B. The Town reserves the right to accept and award item by item, and/or by group or in the aggregate, unless the bidder qualifies his bid by specified limitations.

- C. If two or more bids received are for the same total amount or unit price, quality and service being equal, the contract will be awarded to the bidder that maintains an office inside the Town limits. When no bidder maintains an office within the Town, an office maintained within Broward County will be the determining factor. When neither condition exists, bids for identical amounts will be determined by the drawing of lots in public by the Town Clerk.
- D. Prices quoted must be f.o.b. Town with all transportation charges prepaid unless otherwise specified in the Invitation to Bid .

#### 19. TRAVEL AND REIMBURSABLE OUT OF POCKET EXPENSES:

No travel and/or reimbursable expenses shall be allowed unless specifically stated.

#### 20. LOCATION OF CLAIMS

This Invitation to Bid and all actions thereunder shall in all respects be governed by and interpreted and enforced pursuant to the laws of the State of Florida. Any suit arising out of this bid or the resulting contract shall be brought in Broward County, Florida.

#### 21. EXPENSES AND DELAY

The Town shall have no liability to the bidder for any expenses incurred in response to this Invitation to Bid or for any damages to the bidder for delay or interruption of any services performed under any resulting contract. The bidder's sole and exclusive remedy for any such delay, if any, shall be an extension of the time required or allowed to complete the services. In order to obtain an extension of time, the bidder shall request same of the Town in writing within 24 hours of any delay or interruption.

IF A TABULATION OF BID IS DESIRED, PLEASE ENCLOSE A SELF- ADDRESSED STAMPED ENVELOPE WHEN SUBMITTING YOUR BID.

## SPECIFICATIONS FOR STREET LIGHT MAINTENANCE SERVICES

#### PART I GENERAL

- 1.1 DESCRIPTION OF WORK: (Scope of work)

  Furnishing the necessary equipment, labor and materials for the performance of the Street Light Maintenance Services Agreement, utilizing unit price contracting as outlined herein;
  - A. Notify the Office of the Municipal Services Director upon arrival prior to the performance of any service work; obtain signatures from appropriate city personnel verifying the amount of time spent on Street Light Maintenance, repairs and services in the various buildings or departments.
  - B. Street Light Maintenance Services authorized and approved as needed, at any hour, on any day, when called between 8:00 a.m. 5:00 p.m., excluding holidays, and as outlined below:
    - 1. Emergency service will be available on Christmas, New Year's Day, July 4<sup>th</sup>, and Easter at any hour at an <u>overtime surcharge</u> above the normal <u>hourly rate</u> for technicians as stated in the bid.
    - 2. Emergency service will be available after hours (when called after 5:00 p.m. and before 8:00 a.m. weekdays) at any hour at the normal hourly rate for technicians as stated in the bid. Only holidays noted above are subject to additional charge.

#### C. Services Provided

- 1. The Town of Lauderdale-By-The-Sea shall be given preferential service. Service calls will be made the same workday that a work order is issued.
- 2. Bidder must maintain an office in Broward County and provide response time of one hour or less from the time Contractor is notified by the Town in emergencies.

Dated this day of, 2010.
TOWN OF LAUDERDALE-BY-THE-SEA
By: Esther Colon, Town Manager
,

## BID FORM STREET LIGHT MAINTENANCE SERVICES

TO: The Town Of Lauderdale-By-The-Sea 4501 Ocean Drive Lauderdale-By-The-Sea, Florida 33308

AINTENANCE SERVICES

#### **BIDDERS DECLARATION AND UNDERSTANDING**

The bidder agrees to furnish necessary equipment, materials, and personnel to perform Street Light Maintenance Services and repairs (emergency and otherwise) for the Town of Lauderdale By-The-Sea (Town) as required. The bidder declares he has used all data which he believes pertinent from the Town and other sources in arriving at his conclusions. The bidder agrees to perform all Street Light Maintenance Services as required on all Town owned or leased properties and equipment, or as directed by the Town.

#### UNIT PRICE BID

The bidder shall accept, as full payment for the work proposed herein, the amounts and unit prices listed herein during the term of the contract. The prices quoted are for work performed during regular working hours, weekends and after hours. A holiday surcharge as stated herein is the only occasion for which there is an acceptable overtime surcharge above the rate for services performed. Holiday work may or may not be called for by the Town. All bids must be submitted on the prescribed form enclosed herein.

SERVICES PURSUANT TO THIS CONTRACT WILL BE USED FOR ROUTINE AND EMERGENCY MAINTENANCE AND REPAIRS IN AMOUNTS NOT TO EXCEED \$3,000.00 PER OCCURANCE.

## STREET LIGHT MAINTEANCE CONTRACT RATES

#### REGULAR HOURLY RATE

HOURLY RATE FOR SERVICES D	URING REGULAI	R BUSINESS HOURS
	JOURNEYMAN	\$
	HELPER	\$
HOURLY SURCHARGE FOR SERVE	/ICES AFTER RE	GULAR BUSINESS
	JOURNEYMAN	\$
	HELPER	\$
THE HOURLY SURCHARGE FOR	SERVICES DURI	NG HOLIDAYS AS
OUTLINED IN THE AGREEMENT		
	JOURNEYMAN	\$
	HELPER	\$
MARK-UP ON MATERIALS AT COS	ST,	
EXCLUDING SALES TAX, SHIPPING & HANDLING		%
O'M I MO Q I MADEINO		
HOURLY RATE FOR THE USE OF	A 40' LIFT BUCKI	ET \$per hour

#### **EXPERIENCE OF BIDDER**

The bidder states that he is an experienced contractor and has provided similar services within the last 5 years.

list similar service: eferences, includin	s, with types, nam g phone numbers	nes of clients, p . Use addition	oroject costs, ar al sheets if nece	nd at least three busine essary.)

#### STATEMENT OF NO BID

Note: If you do not intend to submit a bid, please return this form ONLY.

TO: "Street Light Maintenance Services Agreement 2010"
Office of the Town Clerk
Town of Lauderdale By-The-Sea
4501 Ocean Drive
Lauderdale By-The-Sea, FL. 33308

We, the undersigned, have declined to submit a Bid on the above noted Invitation to Bid for the following reasons:
Insufficient time to respond to the Invitation To Bid
Do not offer this service
Our schedule will not permit us to perform
Unable to meet specifications
Specifications unclear (Please explain below)
Remove us from the Town of Lauderdale By-The-Sea's, "Bidder's Mailing List"
Other (Please specify below)
REMARKS:
We understand that if a "no bid" statement is not returned, our name may be removed from the list of vendors of the Town of Lauderdale-By-The-Sea.
COMPANY NAME:
SIGNATURE:
DATE: TELEPHONE:

## PART 2 AGREEMENT FORMS

## STREET LIGHT MAINTENANCE SERVICES AGREEMENT

This S	Street Light Maintenance Services Agreement, made and entered into this day
	, 2010, by and between the Town of Lauderdale By-The-Sea,
	nafter called the "Town" and, hereinafter called the
	ractor."
WITN	ESSETH:
The Cand v	Contractor, in consideration of the sum to be paid to him by the Town, and other good aluable consideration, hereby agrees with the Town as follows:
1.	Contractor, as an independent contractor, at its own cost and expense, shall perform the work as authorized by written Work Order issued by the Town, and shall provide all materials, tools, labor, appliances, machinery and appurtenances necessary to perform the authorized services.
2.	All work shall be performed in a professional manner and form as required by all applicable federal, state, and local rules, regulations, laws, codes, and ordinances, and in accordance with the contract documents (the "Contract Documents") which are fully incorporated herein and made a part of this Contract for all purposes and are as follows:
	Invitation To Bid and response by Contractor; General Conditions; Street Light Maintenance Services Requirements and Agreement; Agreement Forms; Work Orders provided hereunder.
3.	No promise or guarantee is expressed or implied as to the total quantity of services to be procured from Contractor. Furthermore, Town may, at any time, in its sole discretion during the term of this Contract, procure the services of other contractors for any services within the scope of this Contract.
4.	Upon completion of the services authorized by a Work Order, Contractor shall submit written statements identifying the Work Order number, the nature of the work performed including job functions for each Work Order, the number of hours spent on the project, and an itemized statement of all costs and expenses associated therewith.
5.	Town shall make payment to Contractor within thirty (30) days from the date of receipt of a correct and approved written invoice for payment.
6.	Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during any applicable warranty period of materials furnished and during the term of this Contract and for thirty days thereafter.

7. The Contractor shall indemnify, defend and hold harmless the Town, its officers, and employees from liabilities, damages, losses, and costs; including, but not limited to, attorney's fees at any level, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct or failure to act of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

In the event that any action or proceeding is brought against the Town by reason of such claim or demand, Contractor shall, upon written notice from the Town of Lauderdale-By-The-Sea, resist and defend such action or proceeding by counsel satisfactory to the Town of Lauderdale-By-The-Sea. The indemnification shall obligate Contractor to defend at its own expense to and through appellate, supplemental, or bankruptcy proceeding, or to provide for such defense, at the Town's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the Town, whether performed by Contractor, or persons employed or utilized by Contractor.

The Contractor's obligation herein shall not be limited in any way by the agreed upon Contract price or amounts as shown in this Contract, nor by the Contractor's limit of or lack of sufficient insurance coverage.

The parties understand and agree that the covenants and representations Contract relating to this indemnification provision shall serve the term of this Contract and continue in full force and effect as to the Contractor's responsibility to indemnify.

- 8. This Contract is for a two (2) year term from the date of execution by the parties. One (1) single-year extension on the same terms and conditions, and at the prices provided herein, is available to Town if Town provides written notice to Contractor two (2) months prior to the Contract expiration.
- 9. In the event Contractor shall fail to perform the work as authorized by Town to the satisfaction of Town, or shall fail to perform the work in accordance with the terms and conditions of the Contract Documents, Town shall have the option (but is not required) to terminate this Contract upon written notice of termination to Contractor.
- 10. Contractor may not assign this Contract, and any changes to the terms of this Contract must be contained in a written amendment, executed by the parties hereto.
- 11. This Contract does not create an employee/employer relationship between the parties. It is the intent of the parties that Contractor is an independent contractor under this Contract and not the TOWN's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law.
- 12. Contractor shall provide evidence of insurance to the Town that complies with the insurance laws of the State of Florida, including workers compensation insurance as

required by law, and liability insurance as required in the bid requirements and information, part 1, section 12, page 5.

General Aggregate	\$1,000,000.00
Products-Comp/Op Agg.	\$1,000,000.00
Personal & Adv. Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Fire Damage (any one fire)	\$50,000.00
Med. Expense (any one person)	\$5,000.00

- 13. The Contract Documents as described herein, together with any exhibits, constitute the final and entire agreement between the Contractor and Town and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding this Contract shall be deemed to exist or to bind either party, unless same be in writing, dated subsequent to the date hereto, and duly executed by the party to be charged.
- 14. Should any provision, paragraph, sentence, word, or phrase contained in this document be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, and the remainder shall remain unmodified and in full force and effect.
- 15. The Town and Contractor knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in state and or federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon this Contract and/ arising out of, under, or in connection with the services performed hereunder, or any course of conduct, course of dealing, statements or actions or inactions of any party hereto.
- 16. If either the Town or Contractor is required to enforce the terms of this Contract by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees.

IN	WITNESS	WHEREOF,	the	parties	have	made	and	executed	this	Contract	on	the
res	pective date	es under each	sign	ature.								

Approved As To Form: _	
	Susan Trevarthen, Town Attorney

#### TOWN OF LAUDERDALE BY-THE-SEA, FLORIDA

	Date:	
Esther Colon, Town Manager		

CONTRACTOR	
By:	Date:
Print Name	Title:

#### **WORK ORDER**

WORK ORDER	DATE:
TIME IN:	TIME OUT:
COMMENTS:	
DON PRINCE. MUNICIPAL SERVICES DIRECT	CTOR

LBTS Street Light Maintenance Services Agreement 2010

#### **ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA COUNTY OF BROWARD	)
COUNTY OF BROWARD	: SS )
will be paid to any employees	eworn, depose and say that no portion of the sum herein bid of the Town of Lauderdale-By-The-Sea as a commission, or indirectly by me or any member of my firm or by an officer
	Ву:
Sworn and subscribed before me	this
day of,	2010
NOTARY PUBLIC, State of Florid	la
My Commission Expires:	<del></del>

## SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

## THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICE AUTHORIZED TO ADMINISTER OATHS.

1.	This sworn statement is submitted with Bid, Bid or Contract No
	for
2.	This sworn statement is submitted by
	whose business address is
	and (if applicable)
	its Federal Employer Identification Number (FEIN) is(If
	the entity has no FEIN, include the Social Security Number of the individual signing
	this sworn statement.)
3.	My name isand
	my relationship to (please Print name
	of individual signing) the entity named above is
	·
•	I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be Provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
j.	I understand that "convicted" or "conviction" as defined in Paragraph 287.133(I)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
i. Statu	l understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida ites, means

- 1. A Predecessor or successor of a person convicted of a public entity crime: or
- 2. An entity under the control of any natural person who is active in the management of t entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the Preceding 36 months shall be considered an affiliate.
- 7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the Provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 8. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

\_\_\_Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with no convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

There has been a Proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent Proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the

		that it was in the public interest to remove the convicted vendor list. (Please attach a copy of the
		has not been put on the convicted vendor list. on taken by or pending with the Department of
		(signature)
STATE OF_		(date)
COUNTY O	F	
PERSONAL	LY APPEARED BEFORE ME	E, the undersigned authority,
	er first being sworn	by me, affixed his/her signature
•	dividual signing) , 201	in the space provided above on this
My commiss	sion expires:	
•	• '	NOTARY PUBLIC

## Universal Electric of Florida, Inc.

Universal Electric of Florida, INC.

6784 NW 17th Ave

Ft. Lauderdale, FL 33309

(954)-484-5233 (Tel)

(954)-484-5487 (Fax)

## Town of Lauderdale by the Sea ITB# 10-03-02

**Copy 2 Bid Document** 

## STREETLIGHT MAINTENANCE SERVICES AGREEMENT 2010

ISSUE DATE: March 10, 2010

ITB # 10-03-02

MAIL OR DELIVER BIDS TO:

JUNE WHITE, TOWN CLERK

TOWN OF LAUDERDALE-BY-THE-SEA

4501 OCEAN DRIVE

LAUDERDALE-BY-THE-SEA, FLORIDA 33308

(954) 776-0576

BIDS MUST BE RECEIVED NO

LATER THAN: 2:00 P.M. April 8, 2010

Bid Opening 2:00 P.M.



## INVITATION TO BID ITB # 10-03-02

Sealed Bids for the Streetlight Maintenance Services Agreement 2010 will be received at the office of the Town Clerk, Town of Lauderdale-By-The-Sea, 4501 Ocean Drive, Lauderdale-By-The-Sea, Florida. 33308 until 2:00 p.m., local time, on the 8<sup>th</sup> day of April, 2010, and will be publicly opened and read soon thereafter. Any bids received after the time and date specified will not be considered. Bid packets may be obtained at the office of the Town Clerk, 954-776-0576.

The project consists of furnishing the necessary equipment, labor, and materials for the performance of streetlight maintenance for streetlight equipment and systems specified in the contract documents.

SunSentinel: March 21, 2010

#### To: All Prospective Bidders:

Town of Lauderdale-By-The-Sea Bid for Street Light Maintenance Services 2010 contains the following documents:

#### Part 1 Bid Requirements and Information

Invitation To Bid	. 1
Street Light Maintenance Bid Form	2
Specifications	8
Street Light Maintenance Services Bid9-1	11
Statement of No Bid 1	13

#### Part 2 Agreement Forms

Street Light Maintenance Services Agreement	16
Sample Work Order	19
Anti-Kickback Affidavit	20
Public Entity Crimes Form.	21

Please review your bid package to ensure that it contains all of these documents. For further information pertaining to this Street Light Maintenance Services Agreement or to obtain copies of any missing document(s), please call (954) 776-0576.

If your firm determines that a "No Bid" response is required, please complete and return the "Statement of No Bid". Firms submitting a bid should ensure that the following documents are completed, certified, and returned as instructed: Bid Form, Street Light Maintenance Services Form, Street Light Maintenance Services Contract Rates Form, Experience of Bidder Form, Anti-Kickback Affidavit, Public Entities Crimes Form, and all licenses required.

## PART 1

# BID REQUIREMENTS <u>AND</u> INFORMATION

#### INVITATION TO BID

Sealed Bids for the Street Light Maintenance Services Agreement 2010, addressed to the Town of Lauderdale-By-The-Sea (the "Town"), will be received at the office of the Town Clerk, Town of Lauderdale-By-The-Sea, Florida, 33308 until 2:00 p.m., local time, on the 8<sup>th</sup> day of April, 2010, and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

The project consists of furnishing the necessary equipment, labor, and materials for the performance of Street Light Maintenance Services and repair services for the Town's Street Light equipment and systems.

One (1) original and (3) copies of the bid are to be enclosed in a sealed envelope clearly marked on the outside "STREET LIGHT MAINTENANCE SERVICES AGREEMENT 2010 ITB #10-03-02" and delivered to:

JUNE WHITE, TOWN CLERK
TOWN OF LAUDERDALE BY-THE-SEA
4501 OCEAN DRIVE
LAUDERDALE-BY-THE-SEA, FLORIDA 33308

Each Bid must be submitted on the prescribed forms:

Within ten (10) calendar days after the Notice of Award, the successful bidder will be required to furnish documentation showing compliance with the licensing requirements of the Code of Ordinances of the Town, the State of Florida and applicable federal law. Compliance with these provisions is a prerequisite to execution of the contract. Specifically, within ten (10) calendar days after the Notice of Award, the successful bidder must demonstrate that they meet the requirements stated herein.

#### 1. LICENSES

All licenses or certificates required by federal, state or local statutes or regulations and applicable to performance as required must be in full force and in effect and evidence thereof shall be provided to Town.

#### 2. DOCUMENTATION

Bidder must have evidence of: i) a valid Certificate of Competency issued by the Director of the Town Building and Zoning Department, and ii) all applicable state and local licenses required to perform pursuant to the bid, including, without limitation, any licenses listed below. All the foregoing shall be maintained throughout the contract term.

#### 3. EONDS AND INSURANCE

All bid bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the surety or insurance company having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said surety or insurance company shall be duly licensed and qualified to do business in the State of Florida.

#### 4. QUALIFICATIONS

Before a contract will be awarded for the work contemplated herein, the Town may, at its option, conduct such investigation as is necessary to determine the performance record and ability of the bidder to perform the type and magnitude of work specified herein. Upon request, the bidder shall submit such information as deemed necessary by the Town to evaluate the bidder's qualifications.

#### REJECTION OF BIDS

For information concerning the scope of the work, contact Don Prince, Municipal Services Director, Town of Lauderdale By-The-Sea, telephone: (954) 776-0576.

The Town may reject bids for any reason, including without limitation:

- (a). for budgetary reasons, or,
- (b). if the bidder mis-states, conceals, or omits any material fact in the bid, or,
- (c). if the bid does not strictly conform to the law or is non-responsive to the request bid requirements, or,
- (d). if the bid is conditional, or,
- (e). if a change of circumstances occurs making the bid unnecessary to the Town. The Town may also waive any minor informalities or irregularities in any bid.

#### 6. PREPARATION OF BIDS

Bids will be prepared and provided in accordance with the following:

1. Bids must be submitted on the forms furnished. Facsimile and electronic mail bids will not be considered. Other forms will be rejected.

- 2. All information required by the bid form shall be furnished. The bidder shall print or type his/her name and provide the original signature of an individual authorized to bind bidder on the Services Agreement Form.
- 3. Bidder shall thoroughly examine and complete the entire bid.
- 4. All bids shall be submitted in original plus three (3) copies, and in sealed envelopes.
- 5. Bidders are advised that all Town contracts are subject to legal requirements provided for in the Town Code and all other applicable law. The Town is not bound until the appropriate contract is executed by Town and approved by legal counsel of Town.

#### 7 DESCRIPTION OF SUPPLIES

Any manufacturers name, trade name, brand name, or catalog number used in the documents are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE UNLESS SO STATED. Bids will be considered for any brand which meets the quality of the specifications for any item used. All materials supplied by Contractor must be new, first rate quality, and up to the standard customarily used in the industry.

#### 8. SUBMISSION OF BIDS

Bids shall be enclosed in sealed envelopes addressed to the Town Clerk, Town of Lauderdale-By-The-Sea. The name and address of the bidder, the date and hour of the bid opening and the bid title should be placed on the outside of the envelope.

Unless otherwise indicated, all bids received may be awarded on partial or full basis.

#### 9. WITHDRAWAL OF BID

Bids may be withdrawn prior to the time set for bid opening. Such request must be in writing, addressed to the Town Clerk.

#### 10. LATE BIDS OR MODIFICATION

Bids and modifications received after the time set for the bid opening will not be considered. Modifications in writing received prior to the time set for the bid opening will be accepted, provided they are in conformance with all requirements set forth herein.

#### 11. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

Bidders shall comply with all local, state and federal directives, orders and laws as applicable to this bid and any subsequent contract(s) including, but not limited to:

- 1. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246, as applicable.
- 2. Minority Business Enterprises (MBE), as applicable.
- 3. Occupational Safety and Health Act (OSHA), as applicable.

## 12. INSURANCE REQUIREMENTS

Contractor shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance, including Workers' compensation insurance, employer's liability insurance, and comprehensive liability insurance as indicated below:

General Aggregate	\$1,000,000.00
Products-Comp/Op Agg.	\$1,000,000.00
Personal & Adv. Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Fire Damage (any one fire)	\$50,000.00
Med .Expense (any one person)	\$5,000.00

The policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. Contractor shall specifically protect the Town and the Town of Lauderdale By-The-Sea Commissioners by naming said as additional insured under the Comprehensive Liability Insurance Policy. Contractor shall provide to Town a Certificate of insurance or a copy of all insurance policies required by Town. Town reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that Town shall be given thirty (30) days notice prior to expiration or cancellation of the policy.

## 13. COLLUSION

The bidder, by affixing his/her signature to his/her/its bid, agrees to the following: "Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

## 14. VARIANCE IN CONDITIONS

Any and all special conditions and specifications attached hereto as an Exhibit shall govern over the provisions herein. Exhibits attached:

## 15. APPROPRIATIONS CLAUSE

If performance of the contract or delivery extends beyond the current fiscal year (which ends on September 30) the contract shall be contingent upon the availability of funds appropriated for such purposes in the Town's annual budget for the next succeeding fiscal year.

## 16. CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS:

If any person contemplating submitting a bid is in doubt as to the meaning or interpretation of the specifications or any provision hereof or the bid documents or any part thereof, he may submit to the Town Clerk on or before five (5) calendar days prior to the scheduled opening, a request for information. All such requests for information shall be made in writing and the person submitting the request will be responsible for prompt delivery. Any interpretations provided, if made, will be made only by addendum duly issued. The Town will attempt to provide a copy of such addendum to each person receiving the Invitation to Bid. The Town will not be responsible for any other explanation or interpretation prior to the award of the contract. Any objection to the specifications and requirements as set forth in the bid must be filed in writing with the Acting Municipal Services Director on or before five (5) calendar days prior to the scheduled opening.

## 17. DISCOUNTS:

- A. Bidder may offer a cash discount for prompt payment; however, such discount shall not be considered in determining the lowest cost for bid evaluation. Bidders are encouraged to reflect cash discounts in the unit price quoted.
- B. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

## 18. AWARD OF CONTRACT:

- A. The contract will be awarded to the lowest responsive and responsible bidder whose bid, conforming to the Invitation to Bid, is most advantageous to the Town, prices and other factors considered.
- B. The Town reserves the right to accept and award item by item, and/or by group or in the aggregate, unless the bidder qualifies his bid by specified limitations.

- C. If two or more bids received are for the same total amount or unit price, quality and service being equal, the contract will be awarded to the bidder that maintains an office inside the Town limits. When no bidder maintains an office within the Town, an office maintained within Broward County will be the determining factor. When neither condition exists, bids for identical amounts will be determined by the drawing of lots in public by the Town Clerk.
- D. Prices quoted must be f.o.b. Town with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.

## 19. TRAVEL AND REIMBURSABLE OUT OF POCKET EXPENSES:

No travel and/or reimbursable expenses shall be allowed unless specifically stated.

## 20. LOCATION OF CLAIMS

This Invitation to Bid and all actions thereunder shall in all respects be governed by and interpreted and enforced pursuant to the laws of the State of Florida. Any suit arising out of this bid or the resulting contract shall be brought in Broward County, Florida.

## 21. EXPENSES AND DELAY

The Town shall have no liability to the bidder for any expenses incurred in response to this Invitation to Bid or for any damages to the bidder for delay or interruption of any services performed under any resulting contract. The bidder's sole and exclusive remedy for any such delay, if any, shall be an extension of the time required or allowed to complete the services. In order to obtain an extension of time, the bidder shall request same of the Town in writing within 24 hours of any delay or interruption.

IF A TABULATION OF BID IS DESIRED, PLEASE ENCLOSE A SELF- ADDRESSED STAMPED ENVELOPE WHEN SUBMITTING YOUR BID.

# SPECIFICATIONS FOR STREET LIGHT MAINTENANCE SERVICES

## PARTI GENERAL

- 1.1 DESCRIPTION OF WORK: (Scope of work)

  Furnishing the necessary equipment, labor and materials for the performance of the Street Light Maintenance Services Agreement, utilizing unit price contracting as outlined herein:
  - A. Notify the Office of the Municipal Services Director upon arrival prior to the performance of any service work; obtain signatures from appropriate city personnel verifying the amount of time spent on Street Light Maintenance, repairs and services in the various buildings or departments.
  - B. Street Light Maintenance Services authorized and approved as needed, at any hour, on any day, when called between 8:00 a.m. 5:00 p.m., excluding holidays, and as outlined below:
    - 1. Emergency service will be available on Christmas, New Year's Day, July 4<sup>th</sup>, and Easter at any hour at an <u>overtime surcharge</u> above the normal hourly rate for technicians as stated in the bid.
    - 2. Emergency service will be available after hours (when called after 5:00 p.m. and before 8:00 a.m. weekdays) at any hour at the normal hourly rate for technicians as stated in the bid. Only holidays noted above are subject to additional charge.
  - C. Services Provided
    - 1. The Town of Lauderdale-By-The-Sea shall be given preferential service. Service calls will be made the same workday that a work order is issued.
    - 2. Bidder must maintain an office in Broward County and provide response time of one hour or less from the time Contractor is notified by the Town in emergencies.

Dated this day of, 2010.		
TOWN OF LAUDERDALE-BY-THE-SEA		
·		
By:Esther Colon, Town Manager		

# SPECIFICATIONS FOR STREET LIGHT MAINTENANCE SERVICES

PARTI GENERAL

- 1.1 DESCRIPTION OF WORK: (Scope of work)

  Furnishing the necessary equipment, labor and materials for the performance of the Street Light Maintenance Services Agreement, utilizing unit price contracting as outlined herein:
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    - 2. Bidder must maintain an office in Broward County and provide response time of one hour or less from the time Contractor is notified by the Town in emergencies.

Dated this day of, 2010.		
TOWN OF LAUDERDALE-BY-THE-SEA		
By:		
Esther Colon, Town Manager		

## BID FORM STREET LIGHT MAINTENANCE SERVICES

TO: The Town Of Lauderdale-By-The-Sea 4501 Ocean Drive Lauderdale-By-The-Sea, Florida 33308

PROJECT TITLE: STREET LIGHT MAINTENANCE SERVICES

BIDDER:

UNIVERSAL ELECTUL OF PLOUDA, INC.

Bidder's authorized Contact person:

PHILLIP L. Knovman In.

Telephone:

954) 484-5233 COL (954) 214-0089

## BIDDERS DECLARATION AND UNDERSTANDING

The bidder agrees to furnish necessary equipment, materials, and personnel to perform Street Light Maintenance Services and repairs (emergency and otherwise) for the Town of Lauderdale By-The-Sea (Town) as required. The bidder declares he has used all data which he believes pertinent from the Town and other sources in arriving at his conclusions. The bidder agrees to perform all Street Light Maintenance Services as required on all Town owned or leased properties and equipment, or as directed by the Town.

# UNIT PRICE BID

The bidder shall accept, as full payment for the work proposed herein, the amounts and unit prices listed herein during the term of the contract. The prices quoted are for work performed during regular working hours, weekends and after hours. A holiday surcharge as stated herein is the only occasion for which there is an acceptable overtime surcharge above the rate for services performed. Holiday work may or may not be called for by the Town. All bids must be submitted on the prescribed form enclosed herein.

SERVICES PURSUANT TO THIS CONTRACT WILL BE USED FOR ROUTINE AND EMERGENCY MAINTENANCE AND REPAIRS IN AMOUNTS NOT TO EXCEED \$3,000.00 PER OCCURANCE.

## STREET LIGHT MAINTEANCE CONTRACT RATES

## REGULAR HOURLY RATE

HOURLY RATE FOR SERVICES DURING REGULAR BUSINESS HOURS

JOURNEYMAN \$<u>34.75</u> HELPER \$22.75

HOURLY SURCHARGE FOR SERVICES AFTER REGULAR BUSINESS HOURS

JOURNEYMAN \$ 17.00

HELPER \$\_\1.\implies

THE HOURLY SURCHARGE FOR SERVICES DURING HOLIDAYS AS OUTLINED IN THE AGREEMENT

JOURNEYMAN \$ 14.45

HELPER \$\_10.00

MARK-UP ON MATERIALS AT COST, EXCLUDING SALES TAX, SHIPPING & HANDLING

%<u>15.00</u>

HOURLY RATE FOR THE USE OF A 40' LIFT BUCKET \$ 30 per hour

## EXPERIENCE OF BIDDER

The bidder states that he is an experienced contractor and has provided similar services within the last 5 years.

(List similar services, with types, names of clients, project costs, and at least three business references, including phone numbers. Use additional sheets if necessary.)

THE SCHOOL BOARD OR BROWAND COUNTY, ROMBA
7720 WEST DALLAND PANK BLUD SUITE 323
SUNPLISE FL. 33357-6704
TEL: 754-321-0507 (CONTACT: MANK ALAN)
BID # 24-123R DEINICAL TWO ARE ALARM SERVICE
CLTY OF HOLLYWOOD ROMBA
2600 HOLLYWOOD BLUD.
How Yuloux 9, 33070
TEL: 954-921-3552 (COWTACT: LAN SUDERNILLE)
BID # F.4230.10-15 ELECTICAL MAINTENANCE + REPAIR
CIN OF COMPL SPINGS, FLORIDA
9551 WEST SAMPLE NOAD
CONSI SORINGS, FL. 33065
TEL: 954-344-1100 (CONTACT: Another RESIDE)
BID # 05. B-002F LICENSED ELECTRICAL CONTRACTOR
SEE ADDITIONAL ATTOCHED SHEETS

Universal Electric of Florida, Inc. 6784 N.W. 17<sup>th</sup> Avenue Ft. Lauderdale, FL 33309 (954)-484-5233 (Tel) (954)-484-5487 (Fax)

## **Reference Sheet:**

# **General Contractors:**

Padula & Wadsworth Const.

Contact: Harry Padula
2100 North Andrews Avenue Ext
Pompano Beach, FL 33039
(954)-974-3262 (Tel)
(954)-974-3272 (Fax)

James A. Cummings
Contact: Eric Enage
3575 N.W. 53<sup>rd</sup> Street
Ft. Lauderdale, FL
(954)-733-4211 (Tel)
(954)-485-9688 (Fax)

# **Vendors:**

World Electric Supply
Contact: James Laplant
2510 West CopansRd. #100
Pompano Beach, FL 33069
(954)-979-1960 (Tel)
(954)-957-8688 (Fax)

Electrical Supplies, INC.

<u>Contact: Don Farnan</u>
13395 N.W. 107<sup>th</sup> Avenue
Miami, FL 33018
(305)-702-6001 (Tel)
(305)-702-6004 (Fax)

# **Current Projects:**

## **Project and Brief Description:**

Palm View Elementary, New Multipurpose Building, Rem	odeling, & Site Improvement	ts 2601 NE 1 <sup>st</sup> Av	enue, Pompano Beach, F
Project Owner: School Board of Broward County		<del></del>	
Phone Number: (754)-321-1500 Fax: (754)-321-3389		×	
Project Architect: Zelch & MacMahon			
Phone: (954)-525-0975	e of Completion:	25%	·
Construction Contract Amount: \$787,150.00			<u>.</u>
General Contractor: <u>Hewett-Kier Construction, INC.</u>	Phone: <u>(954)-97</u>	<u>4-3262</u> Fax: <u>(954)</u> -	<u>974-3272</u>
Project and Brief Description:			
Lincoln Park Elementary, New Elementary School			
2230 Lincoln Street, Hollywood, FL 33020			
Project Owner: School Board of Broward County			
Phone Number: ( <u>754)-321-1500</u> Fax: <u>(754)-321-3389</u>			
Project Architect: BRPH Architects – Engineers, INC.			
Phone: (561)-616-5878	Stage of Completion:	45%	
Construction Contract Amount: \$2,145,000.000			·
General Contractor: Padula & Wadsworth Construction	Phone: <u>(9</u>	<u>54)-974-3262</u> Fax	(954)-974-3272
Project and Brief Description:			
Tropical Elementary School, New Food Service Multipurp	ose Building Renovations, and	l Site Improvemer	its.
1500 SW 66 <sup>th</sup> Ave, Plantation, FL			
Project Owner: <u>School Board of Broward County</u>			
Phone Number: (754)-321-1500 Fax: (754)-321-3389			
Project Architect: Zelch & MacMahon			
Phone: <u>(954)-52</u> 5-0975	Stage of Completion:	65%	
Construction Contract Amount: \$831,417.00		····	
General Contractor: Stiles Construction Co.,	Phone: <u>(954)-627</u>	<u>-9150</u> Fax: <u>(954)-</u>	<u>627-9192</u>

Page 1 of 1

Updated list of current and completed projects with completion dates and % completed, construction cost

## STATEMENT OF NO BID

Note: If you do not intend to submit a bid, please return this form ONLY.

TO: "Electrical Maintenance Services Agreement 2010"
Office of the Town Clerk
Town of Lauderdale By-The-Sea
4501 Ocean Drive
Lauderdale By-The-Sea, FL. 33308

LBTS Electrical Maintenance Services Agreement 2010

We, the undersigned, have declined to submit a Bid on the above noted Invit for the following reasons:	ation To Bid				
Insufficient time to respond to the Invitation 1					
Do not offer this serviceOur schedule will not permit us to performUnable to meet spcons					
				Specific notear (F, sexplain below)	
				Remove L Iderdale By-The-Sea's, "Bidder's Mailing	g List"
Other (Please >cify below)					
REMARKS:					
We understand that if a "no bid" statement is not returned, our name may be returned the list of vendors of the Town of Lauderdale-By-The-Sea.	moved from				
COMPANY NAME:					
SIGNATURE:					
DATE: TELEPHONE:					

12

# PART 2 AGREEMENT FORMS

# STREET LIGHT MAINTENANCE SERVICES AGREEMENT

Th	nis Street Light Maintenance Services Agreement, made and entered into this day
of	, 2010, by and between the Town of Lauderdale By-The-Sea,
he	reinafter called the "Town" and, hereinafter called the
	entractor."
· WI	TNESSETH:
	e Contractor, in consideration of the sum to be paid to him by the Town, and other good divaluable consideration, hereby agrees with the Town as follows:
1.	Contractor, as an independent contractor, at its own cost and expense, shall perform the work as authorized by written Work Order issued by the Town, and shall provide all materials, tools, labor, appliances, machinery and appurtenances necessary to perform the authorized services.
<sup>2</sup> 2.	All work shall be performed in a professional manner and form as required by all applicable federal, state, and local rules, regulations, laws, codes, and ordinances, and in accordance with the contract documents (the "Contract Documents") which are fully incorporated herein and made a part of this Contract for all purposes and are as follows:
	Invitation To Bid and response by Contractor; General Conditions; Street Light Maintenance Services Requirements and Agreement; Agreement Forms; Work Orders provided hereunder.
3.	No promise or guarantee is expressed or implied as to the total quantity of services to be procured from Contractor. Furthermore, Town may, at any time, in its sole discretion during the term of this Contract, procure the services of other contractors for any services within the scope of this Contract.
4.	Upon completion of the services authorized by a Work Order, Contractor shall submit written statements identifying the Work Order number, the nature of the work performed including job functions for each Work Order, the number of hours spent on the project, and an itemized statement of all costs and expenses associated therewith.
5.	Town shall make payment to Contractor within thirty (30) days from the date of receipt of a correct and approved written invoice for payment.

and for thirty days thereafter.

6.

Contractor agrees to remedy all defects appearing in the work or developing in the

materials furnished and the workmanship performed under this Contract during any applicable warranty period of materials furnished and during the term of this Contract

7. The Contractor shall indemnify, defend and hold harmless the Town, its officers, and employees from liabilities, damages, losses, and costs; including, but not limited to, attorney's fees at any level, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct or failure to act of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

In the event that any action or proceeding is brought against the Town by reason of such claim or demand, Contractor shall, upon written notice from the Town of Lauderdale-By-The-Sea, resist and defend such action or proceeding by counsel satisfactory to the Town of Lauderdale-By-The-Sea. The indemnification shall obligate Contractor to defend at its own expense to and through appellate, supplemental, or bankruptcy proceeding, or to provide for such defense, at the Town's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the Town, whether performed by Contractor, or persons employed or utilized by Contractor.

The Contractor's obligation herein shall not be limited in any way by the agreed upon Contract price or amounts as shown in this Contract, nor by the Contractor's limit of or lack of sufficient insurance coverage.

The parties understand and agree that the covenants and representations Contract relating to this indemnification provision shall serve the term of this Contract and continue in full force and effect as to the Contractor's responsibility to indemnify.

- 8. This Contract is for a two (2) year term from the date of execution by the parties. One (1) single-year extension on the same terms and conditions, and at the prices provided herein, is available to Town if Town provides written notice to Contractor two (2) months prior to the Contract expiration.
- 9. In the event Contractor shall fail to perform the work as authorized by Town to the satisfaction of Town, or shall fail to perform the work in accordance with the terms and conditions of the Contract Documents, Town shall have the option (but is not required) to terminate this Contract upon written notice of termination to Contractor.
- 10. Contractor may not assign this Contract, and any changes to the terms of this Contract must be contained in a written amendment, executed by the parties hereto.
- 11. This Contract does not create an employee/employer relationship between the parties. It is the intent of the parties that Contractor is an independent contractor under this Contract and not the TOWN's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law.
- 12. Contractor shall provide evidence of insurance to the Town that complies with the insurance laws of the State of Florida, including workers compensation insurance as

required by law, and liability insurance as required in the bid requirements and information, part 1, section 12, page 5.

General Aggregate	\$1,000,000.00
Products-Comp/Op Agg.	\$1,000,000.00
Personal & Adv. Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Fire Damage (any one fire)	\$50,000.00
Med. Expense (any one person)	\$5,000.00

- The Contract Documents as described herein, together with any exhibits, constitute the final and entire agreement between the Contractor and Town and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding this Contract shall be deemed to exist or to bind either party, unless same be in writing, dated subsequent to the date hereto, and duly executed by the party to be charged
- 14. Should any provision, paragraph, sentence, word, or phrase contained in this document be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, and the remainder shall remain unmodified and in full force and effect.
- 15. The Town and Contractor knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in state and or federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon this Contract and/ arising out of, under, or in connection with the services performed hereunder, or any course of conduct, course of dealing, statements or actions or inactions of any party hereto.
- 16. If either the Town or Contractor is required to enforce the terms of this Contract by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties have made and executed this Contract on the respective dates under each signature.

Approved As To Form: _	
	Susan Trevarthen, Town Attorney
TOWN OF LAHDERDAL	F BY THE SEA. FLORIDA

Esther Colon, Town Manager	Date:	
LATE Street Light Waintenance Services Agreement 7	010	

## CONTRACTOR

UNIVERSAL BEINIL OK	hauba, INC.
By: Ruip 2/5	Date: <u>4-08-10</u>
Print Name	Title: AKINEWT

## ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA )	
COUNTY OF BROWARD )	SS ·
will be paid to any employees of	rn, depose and say that no portion of the sum herein bid the Town of Lauderdale-By-The-Sea as a commission, ndirectly by me or any member of my firm or by an officer
	$\alpha$ . $\alpha$ . $\alpha$
	By: King & Sh
Sworn and subscribed before me this	Universal Electric of Florida, INC. 6784 N.W. 17th Avenue Ft. Lauderdale, FL 33309
30th day of MUYCh, 201	0
NOTARY PUBLIC, State of Florida	
My Commission Expires:	CRISTINA N RODRIGUEZ  MY COMMISSION # DD933461

FloridaNotaryService.com

# SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICE AUTHORIZED TO ADMINISTER OATHS.

1.	This sworn statement is submitted with Bid, Bid or Contract No
	1715 # 10-03-02 for STREETCIGHT
	MAINTENANCE SERVICES AGREEMENT 2010
<b>2</b> .	This sworn statement is submitted by <u>UNIVENSAL ELETTIC OF FIGURIAL</u> (name of entity submitting sworn statement)
	whose business address is 6784 W.W. 17" Ave
	FORT LAUDETLONIE, FL. 33309 and (if applicable)
	its Federal Employer Identification Number (FEIN) is 591998509 (If
a 4 <sub>42.2</sub>	the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.)
3.	My name is PHILLIP L. Knoym AN JZ. and
	my relationship to UNIVENSAL EVERNUL (please Print name
	of individual signing) the entity named above is
	PRISIDENT AND OWNER.
<b>4.</b>	I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be Provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
5.	I understand that "convicted" or "conviction" as defined in Paragraph 287.133(I)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
	I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida es, means

- 1. A Predecessor or successor of a person convicted of a public entity crime: or
- 2. An entity under the control of any natural person who is active in the management of t entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the Preceding 36 months shall be considered an affiliate.
- 7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the Provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 8. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with no convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

There has been a Proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent Proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the

hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

	(signature)
	(s/gnature) / 3.30.2010
STATE OF Florida	(date)
COUNTY OF BYOWAYA	
Phillip L. Krouman Jr	undersigned authority, <u>CLISTING RODINGU</u> 7 me, affixed his/her signature in the space provided above on this <u>30</u> <sup>th</sup>
(name of individual signing) day of March, 201 <u>0</u> .	
	1 1

**NOTARY PUBLIC** 

Phus 2/(A

CRISTINA N RODRIGUEZ MY COMMISSION # DD933461 EXPIRES October 15, 2013 FloridaNotaryService.com

My commission expires:

#### STATE OF FLORIDA



EPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS LICENSING BOARD 1940 NORTH MONROE STREET TALLAHASSEE FL 32399-0783

(850) 487-1395

KROYMAN, PHILLIP L UNIVERSAL ELECTRIC OF FLORIDA INC 6784 N.W. 17TH AVENUE 6784 N.W. 17TH FORT LAUDERDALE FL 33309:

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



AC# 3831571 STATE OF FLORIDA DEPARTMENT OF BUSINESS AND

EC13001975

06/27/08 078171589

CERTIFIED ELECTRICAL CONTRACTOR KROYMAN, PHILLIP L UNIVERSAL ELECTRIC OF FLORIDA IN

PROFESSIONAL REGULATION

IS CERTIFIED under the provisions of Ch. 489 FS Expiration date: AUG 31, 2010 L08062700753

#### **DETACH HERE**

3831574

## STATE OF FLORIDA

SEQ# L08062700753

DATE

06/27/2008 078171589 EC13001975

BATCH NUMBER LICENSE NBR

Additional Business Qualification

The ELECTRICAL CONTRACTOR SENSENDER Named below IS CERTIFIED Under the provisions of Chapter 489 FS

Expiration date: AUG 31, 2010

KROYMAN, PHILLIP BUNIVERSAL ELECTRIC OF 6784 N.W. 17TH AVENUE FORT LAUDERDALE FLORIDA INC 33309

CHARLIE CRIST GOVERNOR .

CHUCK DRAGO INTERIM SECRETARY

INSURER D:

INSURER E:

INSURER C: American Bankers Insurance

C	n١	Æ	P.	Δ.	G	FS	

6784 N.W. 17th Avenue

Fort Lauderdale, FL 33309

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING THE POLICIES OF INSURANCE LISTED BLOW MAY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

SR /	NSRD TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY	CPP00035197	03/01/2010	03/01/2011	EACH OCCURRENCE	\$1,000,000	
_	X COMMERCIAL GENERAL LIABILITY			-	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000	
	CLAIMS MADE X OCCUR				MED EXP (Any one person)	\$5,000	
- 1	X PD Ded:500				PERSONAL & ADV INJURY \$1,000		
	<u> </u>				GENERAL AGGREGATE	\$2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:	at the contract			PRODUCTS - COMP/OP AGG	\$2,000,000	
Ì	POLICY PRO- JECT LOC						
-	AUTOMOBILE LIABILITY	CA00043467	03/01/2010	03/01/2011	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	
	X ANY AUTO						
	ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	\$ .	
	X HIRED AUTOS X NON-OWNED AUTOS		ar i		BODILY INJURY (Per accident)	s	
Ì	NON-OWNED ACTOS				PROPERTY DAMAGE (Per accident)	\$	
+	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$	
1	ANY AUTO				OTHER THAN EA ACC	\$	
1					AUTO ONLY: AGG	\$	
t	EXCESS / UMBRELLA LIABILITY	XLS0065075	03/01/2010	03/01/2011	EACH OCCURRENCE	\$5,000,000	
	OCCUR X CLAIMS MADE				AGGREGATE	\$5,000,000	
DEDUCTIBLE						\$	
						\$	
	X RETENTION \$ 0					\$	
	WORKERS COMPENSATION AND	001WC09A45307	03/01/2010	03/01/2011	X WC STATU- TORY LIMITS OTH- ER		
EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT	\$1,000,000	
					E.L. DISEASE - EA EMPLOYEE	\$1,000,000	
Н	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - POLICY LIMIT \$1,000,000		
-	OTHER Property	CPP00035197	03/01/2010	03/01/2011	See Below		
	nland Marine	CPP00035197	03/01/2010	03/01/2011	See Below		
١.	Flood	AB00002074	04/02/2009	04/02/2010	See Below		

Re: ITB#: 10-03-01

Certificate Holder is listed as Additional Insured under the General Liability policy as required by

written contract.

(See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION 10 Days for Non-Payment
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
Town of Lauderdale-By-The-Sea	DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN
Attn: June White, Town Clerk	NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL
4501 Ocean Drive	IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR
Lauderdale-By-The-Sea, FL 33308	REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE

10111

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

#### **DISCLAIMER**

The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

# **DESCRIPTIONS (Continued from Page 1)**

**Property Coverage:** 

Special Form, 80% Coinsurance, Replacement Cost, 5% Wind/Hail Deductible, \$1,000 All Other Perils Deductible

Location: 6784 N.W. 17th Aveue, Fort Lauderdale, FL

Building Limit - \$645,750 Contents Limit - \$102,500

Location - 5311 N.W. 22nd Avenue, Tamarac, FL

Building Limit - \$324,173 Contents Limit - \$15,375

Inland Marine Coverage:

Scheduled Equipment Limit - \$82,000 Schedule on file with Company Leased or Rented Equipment Limit - \$15,000

Flood Coverage:

Location: 6784 N.W. 17th Aveue, Fort Lauderdale, FL

Building Limit - \$500,000

Deductible - \$500

# Imperial Electrical Inc.

## Invitation To Bid

# STREETLIGHT MAINTENANCE SERVICES AGREEMENT 2010

ISSUE DATE: March 10, 2010

ITB # 10-03-02

MAIL OR DELIVER BIDS TO:

JUNE WHITE, TOWN CLERK

TOWN OF LAUDERDALE-BY-THE-SEA

4501 OCEAN DRIVE

LAUDERDALE-BY-THE-SEA, FLORIDA 33308

(954) 776-0576 ...

BIDS MUST BE RECEIVED NO

LATER THAN:

2:00 P.M. April 8, 2010

Bid Opening 2:00 P.M.



IMPERIAL ELECTRICAL INC. 11821 NW 11 STREET PLANTATION, FL 33323

2	$\cap$	-1	$\circ$
_	: 1	- 1	1 /

## To: All Prospective Bidders:

Town of Lauderdale-By-The-Sea Bid for Street Light Maintenance Services 2010 contains the following documents:

## Part 1 Bid Requirements and Information

Invitation To Bid	1
Street Light Maintenance Bid Form	
Specifications	
Street Light Maintenance Services Bid9	-11
Statement of No Bid	13

## Part 2 Agreement Forms

Street Light Maintenance Services Agreement	16
Sample Work Order	19
Anti-Kickback Affidavit	20
Public Entity Crimes Form	21

Please review your bid package to ensure that it contains all of these documents. For further information pertaining to this Street Light Maintenance Services Agreement or to obtain copies of any missing document(s), please call (954) 776-0576.

If your firm determines that a "No Bid" response is required, please complete and return the "Statement of No Bid". Firms submitting a bid should ensure that the following documents are completed, certified, and returned as instructed: Bid Form, Street Light Maintenance Services Form, Street Light Maintenance Services Contract Rates Form, Experience of Bidder Form, Anti-Kickback Affidavit, Public Entities Crimes Form, and all licenses required.

IMPERIAL ELECTRICAL INC. 11821 NW 11 STREET PLANTATION, FL 33323

# PART 1

# BID REQUIREMENTS AND INFORMATION

## DIS OT MOITATIVM

Sealed Bids for the Street Light Maintenance Services Agreement 2010, addressed to the Town of Lauderdale-By-The-Sea (the "Town"), will be received at the office of the Town Clerk, Town of Lauderdale-By-The-Sea, Florida, 33308 until 2:00 p.m., local time, on the 8th day of April, 2010, and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

The project consists of furnishing the necessary equipment, labor, and materials for the performance of Street Light Maintenance Services and repair services for the Town's Street Light equipment and systems.

One (1) original and (3) copies of the bid are to be enclosed in a sealed envelope clearly marked on the outside "STREET LIGHT MAINTENANCE SERVICES AGREEMENT 2010 ITB #10-03-02" and delivered to:

JUNE WHITE, TOWN CLERK
TOWN OF LAUDERDALE BY-THE-SEA
4501 OCEAN DRIVE
LAUDERDALE-BY-THE-SEA, FLORIDA 33308

Each Bid must be submitted on the prescribed forms:

Within ten (10) calendar days after the Notice of Award, the successful bidder will be required to furnish documentation showing compliance with the licensing requirements of the Code of Ordinances of the Town, the State of Florida and applicable federal law. Compliance with these provisions is a prerequisite to execution of the contract. Specifically, within ten (10) calendar days after the Notice of Award, the successful bidder must demonstrate that they meet the requirements stated herein.

## 1. LICENSES

All licenses or certificates required by federal, state or local statutes or regulations and applicable to performance as required must be in full force and in effect and evidence thereof shall be provided to Town.

#### 2. DOCUMENTATION

Bidder must have evidence of: i) a valid Certificate of Competency issued by the Director of the Town Building and Zoning Department, and ii) all applicable state and local licenses required to perform pursuant to the bid, including, without limitation, any licenses listed below. All the foregoing shall be maintained throughout the contract term.

IMPERIAL ELECTRICAL INC. 11821 NW 11 STREET PLANTATION, FL 33323

#### 3. EONDS AND INSURANCE

All bid bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the surety or insurance company having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said surety or insurance company shall be duly licensed and qualified to do business in the State of Florida.

## 4. QUALIFICATIONS

Before a contract will be awarded for the work contemplated herein, the Town may, at its option, conduct such investigation as is necessary to determine the performance record and ability of the bidder to perform the type and magnitude of work specified herein. Upon request, the bidder shall submit such information as deemed necessary by the Town to evaluate the bidder's qualifications.

## 5. REJECTION OF BIDS

For information concerning the scope of the work, contact Don Prince, Municipal Services Director, Town of Lauderdale By-The-Sea, telephone: (954) 776-0576.

The Town may reject bids for any reason, including without limitation:

- (a). for budgetary reasons, or,
- (b) if the bidder mis-states, conceals, or omits any material fact in the bid, or.
- (c) if the bid does not strictly conform to the law or is non-responsive to the request bid requirements, or,
- (d). if the bid is conditional, or,
- (e) if a change of circumstances occurs making the bid unnecessary to the Town. The Town may also waive any minor informalities or irregularities in any bid.

# 6. PREPARATION OF BIDS

Bids will be prepared and provided in accordance with the following:

1. Bids must be submitted on the forms furnished. Facsimile and electronic mail bids will not be considered. Other forms will be rejected.

- 2. All information required by the bid form shall be furnished. The bidder shall print or type his/her name and provide the original signature of an individual authorized to bind bidder on the Services Agreement Form.
- 3. Bidder shall thoroughly examine and complete the entire bid.
- 4. All bids shall be submitted in original plus three (3) copies, and in sealed envelopes.
- 5. Bidders are advised that all Town contracts are subject to legal requirements provided for in the Town Code and all other applicable law. The Town is not bound until the appropriate contract is executed by Town and approved by legal counsel of Town.

## 7. DESCRIPTION OF SUPPLIES

Any manufacturers name, trade name, brand name, or catalog number used in the documents are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE UNLESS SO STATED. Bids will be considered for any brand which meets the quality of the specifications for any item used. All materials supplied by Contractor must be new, first rate quality, and up to the standard customarily used in the industry.

## 8. SUBMISSION OF BIDS

Bids shall be enclosed in sealed envelopes addressed to the Town Clerk, Town of Lauderdale-By-The-Sea. The name and address of the bidder, the date and hour of the bid opening and the bid title should be placed on the outside of the envelope.

Unless otherwise indicated, all bids received may be awarded on partial or full basis.

## 9. WITHDRAWAL OF BID

Bids may be withdrawn prior to the time set for bid opening. Such request must be in writing, addressed to the Town Clerk.

## 10. LATE BIDS OR MODIFICATION

Bids and modifications received after the time set for the bid opening will not be considered. Modifications in writing received prior to the time set for the bid opening will be accepted, provided they are in conformance with all requirements set forth herein.

# 11. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

Bidders shall comply with all local, state and federal directives, orders and laws as applicable to this bid and any subsequent contract(s) including, but not limited to:

- 1. Equal Employment Opportunity (EEC), in compliance with Executive Order 11246, as applicable.
- 2. Minority Business Enterprises (MBE), as applicable.
- 3. Occupational Safety and Health Act (OSHA), as applicable.

## 12. INSURANCE REQUIREMENTS

Contractor shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance, including Workers' compensation insurance, employer's liability insurance, and comprehensive liability insurance as indicated below:

General Aggregate	\$1,000,000.00
Products-Comp/Op Agg.	\$1,000,000.00
Personal & Adv. Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Fire Damage (any one fire)	\$50,000.00
Med .Expense (any one person)	\$5,000.00

The policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. Contractor shall specifically protect the Town and the Town of Lauderdale By-The-Sea Commissioners by naming said as additional insured under the Comprehensive Liability Insurance Policy. Contractor shall provide to Town a Certificate of insurance or a copy of all insurance policies required by Town. Town reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that Town shall be given thirty (30) days notice prior to expiration or cancellation of the policy.

#### 13. COLLUSION

The bidder, by affixing his/her signature to his/her/its bid, agrees to the following: "Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

## 14. VARIANCE IN CONDITIONS

Any and all special conditions and	d specifications	attached	hereto	as a	n Exhibit	sha
govern over the provisions herein.	Exhibits attached	ect:				

## 15. APPROPRIATIONS CLAUSE

If performance of the contract or delivery extends beyond the current fiscal year (which ends on September 30) the contract shall be contingent upon the availability of funds appropriated for such purposes in the Town's annual budget for the next succeeding fiscal year.

## 16. CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS:

If any person contemplating submitting a bid is in doubt as to the meaning or interpretation of the specifications or any provision hereof or the bid documents or any part thereof, he may submit to the Town Clerk on or before five (5) calendar days prior to the scheduled opening, a request for information. All such requests for information shall be made in writing and the person submitting the request will be responsible for prompt delivery. Any interpretations provided, if made, will be made only by addendum duly issued. The Town will attempt to provide a copy of such addendum to each person receiving the Invitation to Bid. The Town will not be responsible for any other explanation or interpretation prior to the award of the contract. Any objection to the specifications and requirements as set forth in the bid must be filed in writing with the Acting Municipal Services Director on or before five (5) calendar days prior to the scheduled opening.

## 17. DISCOUNTS:

- A. Bidder may offer a cash discount for prompt payment; however, such discount shall not be considered in determining the lowest cost for bid evaluation. Bidders are encouraged to reflect cash discounts in the unit price quoted.
- B. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

#### 18. AWARD OF CONTRACT:

- A. The contract will be awarded to the lowest responsive and responsible bidder whose bid, conforming to the Invitation to Bid, is most advantageous to the Town, prices and other factors considered.
- B. The Town reserves the right to accept and award item by item, and/or by group or in the aggregate, unless the bidder qualifies his bid by specified limitations.

- C. If two or more bids received are for the same total amount or unit price, quality and service being equal, the contract will be awarded to the bidder that maintains an office inside the Town limits. When no bidder maintains an office within the Town, an office maintained within Broward County will be the determining factor. When neither condition exists, bids for identical amounts will be determined by the drawing of lots in public by the Town Clerk.
- D. Prices quoted must be f.o.b. Town with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.

## 19 TRAVEL AND REIMBURSABLE OUT OF POCKET EXPENSES:

No travel and/or reimbursable expenses shall be allowed unless specifically stated.

## 20. LOCATION OF CLAIMS

This Invitation to Bid and all actions thereunder shall in all respects be governed by and interpreted and enforced pursuant to the laws of the State of Florida. Any suit arising out of this bid or the resulting contract shall be brought in Broward County, Florida.

## 21. EXPENSES AND DELAY

The Town shall have no liability to the bidder for any expenses incurred in response to this Invitation to Bid or for any damages to the bidder for delay or interruption of any services performed under any resulting contract. The bidder's sole and exclusive remedy for any such delay, if any, shall be an extension of the time required or allowed to complete the services. In order to obtain an extension of time, the bidder shall request same of the Town in writing within 24 hours of any delay or interruption.

IF A TABULATION OF BID IS DESIRED, PLEASE ENCLOSE A SELF- ADDRESSED STAMPED ENVELOPE WHEN SUBMITTING YOUR BID.

# SPECIFICATIONS FOR STREET LIGHT MAINTENANCE SERVICES

PARTI GENERAL

- 1.1 DESCRIPTION OF WORK: (Scope of work)

  Furnishing the necessary equipment, labor and materials for the performance of the Street Light Maintenance Services Agreement, utilizing unit price contracting as outlined herein:
  - A. Notify the Office of the Municipal Services Director upon arrival prior to the performance of any service work, obtain signatures from appropriate city personnel verifying the amount of time spent on Street Light Maintenance, repairs and services in the various buildings or departments.
  - B. Street Light Maintenance Services authorized and approved as needed, at any hour, on any day, when called between 8:00 a.m. 5:00 p.m., excluding holidays, and as outlined below:
    - 1. Emergency service will be available on Christmas, New Year's Day, July 4<sup>th</sup>, and Easter at any hour at an <u>overtime surcharge</u> above the normal hourly rate for technicians as stated in the bid.
    - 2. Emergency service will be available after hours (when called after 5:00 p.m. and before 8:00 a.m. weekdays) at any hour at the normal hourly rate for technicians as stated in the bid. Only holidays noted above are subject to additional charge.
  - C. Services Provided
    - 1. The Town of Lauderdale-By-The-Sea shall be given preferential service. Service calls will be made the same workday that a work order is issued.
    - 2. Bidder must maintain an office in Broward County and provide response time of one hour or less from the time Contractor is notified by the Town in emergencies.

Dated this day of, 2010.
TOWN OF LAUDERDALE-BY-THE-SEA
D
By:Esther Colon, Town Manager

# BID FORM STREET LIGHT MAINTENANCE SERVICES

TO: The Town Of Lauderdale-By-The-Sea 4501 Ocean Drive Lauderdale-By-The-Sea, Florida 33308

PROJECT TITLE: STREET LIGHT MAINTENANCE SERVICES

BIDDER:

Bidder's authorized Contact person:

Telephone:

Imperial Electrical Inc

954-325-2123

# BIDDERS DECLARATION AND UNDERSTANDING

The bidder agrees to furnish necessary equipment, materials, and personnel to perform Street Light Maintenance Services and repairs (emergency and otherwise) for the Town of Lauderdale By-The-Sea (Town) as required. The bidder declares he has used all data which he believes pertinent from the Town and other sources in arriving at his conclusions. The bidder agrees to perform all Street Light Maintenance Services as required on all Town owned or leased properties and equipment, or as directed by the Town.

# <u>UNIT PRICE BID</u>

The bidder shall accept, as full payment for the work proposed herein, the amounts and unit prices listed herein during the term of the contract. The prices quoted are for work performed during regular working hours, weekends and after hours. A holiday surcharge as stated herein is the only occasion for which there is an acceptable overtime surcharge above the rate for services performed. Holiday work may or may not be called for by the Town. All bids must be submitted on the prescribed form enclosed herein.

SERVICES PURSUANT TO THIS CONTRACT WILL BE USED FOR ROUTINE AND EMERGENCY MAINTENANCE AND REPAIRS IN AMOUNTS NOT TO EXCEED \$3,000.00 PER OCCURANCE.

IMPERIAL ELECTRICAL INC. 11821 NW 11 STREET PLANTATION, FL 33323

# STREET LIGHT MAINTEANCE CONTRACT RATES

# REGULAR HOURLY RATE

HOURLY RATE FOR SERVICES DURING REGULAR BUSINESS HOURS

JOURNEYMAN S 40 HELPER : \$ 25

HOURLY SURCHARGE FOR SERVICES AFTER REGULAR BUSINESS HOURS

JOURNEYMAN \$ 15 HELPER \$ 10

THE HOURLY SURCHARGE FOR SERVICES DURING HOLIDAYS AS OUTLINED IN THE AGREEMENT

JOURNEYMAN \$ 15
HELPER \$ 10

MARK-UP ON MATERIALS AT COST, EXCLUDING SALES TAX, SHIPPING & HANDLING

<u>% 15</u>

HOURLY RATE FOR THE USE OF A 40' LIFT BUCKET \$ 40 per hour

# EXPERIENCE OF BIDDER

The bidder states that he is an experienced contractor and has provided similar services within the last 5 years.

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See Attacheo	1 : .						
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# STATEMENT OF NO BID

We, the undersigned, have declined to submit a Bid on the above noted Invitation to Bid for

Note: If you do not intend to submit a bid, please return this form ONLY.

TO: "Street Light Maintenance Services Agreement 2010"
Office of the Town Clerk
Town of Lauderdale By-The-Sea
4501 Ocean Drive
Lauderdale By-The-Sea, FL. 33308

the following re	easons;
Insuffici	ent time to respond to the Invitation To Bid
Do not c	offer this service
Our sche	edule will not permit us to perform
Unable t	o meet specifications
Specifica	itions unclear (Please explain below)
Remove	us from the Town of Lauderdale By-The-Sea's, "Bidder's Mailing List"
Other (Pl	ease specify below)
REMARKS:	
We understand to	hat if a "no bid" statement is not returned, our name may be removed from s of the Town of Lauderdale-By-The-Sea.
COMPANY NAM	E:
SIGNATURE: _	
DATE:	TELEPHONE:

# IMPERIAL ELECTRICAL INC.

11821 NW 11 Street ~ Plantation, Florida 33323 ~ Phone (954) 938-0520 ~ Fax (954) 938-0530

# **Completed Contracts**

#### Department of State

New emergency generator and main switchgear \$390,000 12/5/2002 Chuck O'Meara US State Department 954-630-1159

#### **North Perry Airport**

Runway 4L lighting \$190,000 2000 Broward County

#### City of Aventura

Yacht Club drive street lighting \$394,000 10/5/2002 City of Aventura Tony Tomei 305-466-8900

# Port Everglades Broward County

Crane 7 high voltage new feed \$290,000 2/15/2002 Broward County David Olmstead 954-325-7925

## **Boyd Anderson High School**

New Chiller switchgear and motor controls \$65,000 6/6/2005 Eaton Corp. Bob Miller 954-571-8282

#### **Broward County Housing**

Replace panels \$109,000 2002 Barbara Segal Broward County Housing 954-739-1114

#### **Broward County**

Brian Piccolo Skate Park lighting \$230,000 12/2/2003 Broward County Shoban Smart 954-577-4624

#### **US Coast Guard**

Opa Locka Airport fuel farm \$140,000 6/10/2004 US Coast Guard David Robinson 305-278-6726

#### Palm Beach Community College

Library relighting \$214,000 2001 Palm Beach Community College

# **Broward Community College**

3 year term electrical contractor \$250,000 per year

Broward Community College Mike Coval 954-444-0632

#### City of Sunrise

3 Year Term Maintenance Contract \$250 to \$20,000 5th year City of Sunrise Carol Ungerer 954-303-9877

#### **DOT Turnpike**

3 Year Term Maintenance Contract \$250 to \$20,000 10 years ongoing DOT Turnpike Ron Williams 954-868-7928

#### Port Everglades Broward County

Fire Alarm Upgrades \$212,000.00 2/6/2007 Broward County David Olmstead 954-325-7925

#### **Broward County Parks**

Hurricane Wilma Repairs \$ 65,000.00 5/10/2007 Broward County Ingrid Triplett 954-577-4640

#### Wellington Equestrian Club

Sports Lighting for Arena \$280,000.00 12/31/2007 Qualite Sports Lighting John 954-254-9319

#### State of Florida

Generator Installation \$ 191,056.00 7/1/2009 Derrick 954-290-3871

#### **US Coast Guard**

Transfer Switch Installation \$ 55,820.00 7/13/2009 USCG David Robinson 305-278-6726

#### City of Hollywood

3 Year Term Maintenance Contract \$250 to \$20,000 4th year City of Hollywood Larry 954-234-8831

#### Miami Dade Water & Sewer

Replace Switchgear Pump Station 421 \$ 69,000.00 2007 MDWS Angel Carbello 305-273-4812

## **Broward County Aviation**

Roadway Lighting Replacement \$ 101,080.00 7/30/2007 Broward County Aviation Roberto Quiroz 954-359-6100

#### **Broward County**

Markham Park Skeet & Trap Range Lighting \$ 166,000.00 5/5/2007 Shoban Smart 954-577-4624

#### City of Weston

Generator Installation at Community Center \$ 117,600.00 4/13/2009 Calvin, Giordano & Assoc.

# **Broward County**

Generator Installation at BARC \$ 82,175.00 11/21/2008 Norman Brown 954-357-6476

# Horsepower Electric, Inc.



# BID FORM STREET LIGHT MAINTENANCE SERVICES

TO: The Town Of Lauderdale-By-The-Sea 4501 Ocean Drive Lauderdale-By-The-Sea, Florida 33308

PROJECT TITLE: STREET LIGHT MAINTENANCE SERVICES

BIDDER: <u>Horsepower Geoksic</u>, Inc.

Bidder's authorized Contact person: <u>Michael Markinez</u>

Telephone: 305-819-4060

# BIDDERS DECLARATION AND UNDERSTANDING

The bidder agrees to furnish necessary equipment, materials, and personnel to perform Street Light Maintenance Services and repairs (emergency and otherwise) for the Town of Lauderdale By-The-Sea (Town) as required. The bidder declares he has used all data which he believes pertinent from the Town and other sources in arriving at his conclusions. The bidder agrees to perform all Street Light Maintenance Services as required on all Town owned or leased properties and equipment, or as directed by the Town.

# UNIT PRICE BID

The bidder shall accept, as full payment for the work proposed herein, the amounts and unit prices listed herein during the term of the contract. The prices quoted are for work performed during regular working hours, weekends and after hours. A holiday surcharge as stated herein is the only occasion for which there is an acceptable overtime surcharge above the rate for services performed. Holiday work may or may not be called for by the Town. All bids must be submitted on the prescribed form enclosed herein.

SERVICES PURSUANT TO THIS CONTRACT WILL BE USED FOR ROUTINE AND EMERGENCY MAINTENANCE AND REPAIRS IN AMOUNTS NOT TO EXCEED \$3,000.00 PER OCCURANCE.

# STREET LIGHT MAINTEANCE CONTRACT RATES

# REGULAR HOURLY RATE

HOURLY RATE FOR SERVICES DURING REGULAR BUSINESS HOURS

JOURNEYMAN \$ 85'00 HELPER \$ 65'00

HOURLY SURCHARGE FOR SERVICES AFTER REGULAR BUSINESS HOURS

JOURNEYMAN \$ 90.60 HELPER \$ 70.00

THE HOURLY SURCHARGE FOR SERVICES DURING HOLIDAYS AS OUTLINED IN THE AGREEMENT

JOURNEYMAN \$90.00HELPER \$70.00

MARK-UP ON MATERIALS AT COST, EXCLUDING SALES TAX, SHIPPING & HANDLING

%<u>15</u>

HOURLY RATE FOR THE USE OF A 40' LIFT BUCKET \$ 25 per hour

# EXPERIENCE OF BIDDER

The bidder states that he is an experienced contractor and has provided similar services within the last 5 years.

(List similar services, with types, names of clients, project costs, and at least three business references, including phone numbers. Use additional sheets if necessary.)

PLEASE SEE	ATTOCHED	PREVIOUS	EXPERIENC
PLEASE SEE MAD REFERENCES.			· · · · · · · · · · · · · · · · · · ·
	<u> </u>		
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## Previous Experience and References

Customer:	Contract Name:	Contract Term:	Contract Amount:	Fina	al Contract Price	Contract Role:	Description of Job:
Campus Construction	School Flashers at SW 117 AVE. & SILVER			1			
Group, Inc.	PALM DR. MIAMI FL	2007 to 2008	\$349,120.00	s	349.120.00	Prime Contractor	Provide and Install LED Mast Arm School Flashers
		2007 10 2000	¥\$,5,120.00	1			
Campus Construction	School Flashers at N.W. 90 CT, & N.W. 178		1	1			
Group, Inc.	LANE Miami FL	2007 to 2008	\$101,520.00			Prime Contractor	Provide and Install LED Mast Arm School Flashers
City of Aventura City of Aventura	City Wide Electrical Services	2006 to 2009	\$300,000.00/yearly	\$		Prime Contractor	City wide Electrical Services
City of Boca Raton	Frontage Loop Roadway Lighting	2005	\$579,579.00		<del></del>	Prime Contractor	Installation of 63 New Street Lights
City of Coral Springs	Signalization at Military Trial & Lennox Dr	2006	298,000.00	_		Prime Contractor	Construct LED Mast Arm Traffic Signal at Military Trail & I
City or Corar Springs	PO # 047671	2005	\$56,279.00	\$	56,279.00	Prime Contractor	Provide and Install Illuminated Street name Signs
0				1			Mast Arm LED Signalization at US1 & Tropic Blvd including
City of Delray Beach	Traffic Signalization	2006 to 2007	\$322,645.00	)	\$322,645.00	Prime Contractor	curbs, and asphalt work
City of Homestead	SW 4 ST Lighting Project	2007 to 2008	\$392,000.00		\$392,000.00	Prime Contractor	Installation of decorative street light poles and fixtures
City of Key West	Antique Street Lighting	0000 + 0005					
Unity United Treat	Anadae Street Eighting	2003 to 2005	\$725,000.00	)   \$	725,000.00	Prime Contractor	Installation of Antique Street Lighting
City of Marco Island	City Wide Traffic Signals	0000 4- 0007	**********		** *** ***		Construction of seven new LED Mast Arm intersections a
City of Miami Springs	City wide Electrical Maintenance	2006 to 2007 2002 to 2005	\$2,200,000.00			Prime Contractor	detection.
City of Sunny Isles	Roadway Lighting Improvements	2002 to 2008	120,000.00 \$189,966.00			Prime Contractor Prime Contractor	City wide Electrical Services
City of Sweetwater	City wide Electrical Maintenance	2002 to Current	60,000.00			Prime Contractor	Construction of New Street Lights City wide Electrical Services
			00,000.00	<del>\  \  -</del>	00,000.00	Filine Contractor	City wide Electrical Services
			}	1			Repair/Install electrical components/systems inside gover
				1			facilities, such as Fire & Police Stations, Schools, City Ha
City of Weston	City Wide Electrical Services	2006 to 2009	\$800,000,00/yearly	\$	2.400.000.00	Prime Contractor	Contract also include the maintenance of city own street li
City of Weston	Emerald Estates Dr Street Lighting	2007 to 2008	\$199,000.00	)		Prime Contractor	Installation of street lights and removal of existing street lights
City of Waster	T (" 0) "			1			Construct LED Mast Arm Traffic Signal at Indian Trace &
City of Weston	Traffic Signalization	2008 to 2009	\$304,304.00		\$304,304.00	Prime Contractor	Rd
City of Weston	Traffic Signals & Signal Interconnect City Wide						Construct 3 LED Mast Arm Traffic Signals on Indian Trace
City of Weston	Street Light Maintenance	2005 to 2008	\$2,500,000.00			Prime Contractor	Installation of City Wide Signal Interconnect
F.P. & L.	Emergency Street Lighting Maintenance	2000 to2006 2004 to 2005	1,200,000.00			Prime Contractor	Maintenance of All Street Lighting Fixtures
Florida Department of	Project # T4112 Roadway Lighting Repair due	2004 to 2005	\$839,101.00	1 3	839,101.00	Prime Contractor	Street Lighting Maintenance Repair Roadway lighting components due to hurricane W
Transportation	to Hurricane Wilma	2006 to 2009	487,000.00	ء ام	522,000,00	Prime Contractor	Lucie County and Indian River County
Florida Department of	Project # T4113 Roadway Lighting Repair due	2000 10 2000	407,000.00	<del>                                     </del>	322,000.00	Finite Contractor	Repair Roadway lighting components due to hurricane W
Transportation	to Hurricane Wilma	2006 to 2009	\$615,000.00	s	2.147.505.00	Prime Contractor	County and Palm Beach County
Florida Department of	Project # E-6D51 Roadway Lighting Repair due		1	1			Repair Roadway lighting components due to hurricane W
Transportation	to Hurricane Wilma	2006 to 2009	\$320,320.00	\$	320,320.00	Prime Contractor	826,I-195,I-395,I-195,I-95
Florida Department of					•		Installation of new street light poles, sidewalks, pavement
Transportation	Project # T6067 Street Light Construction	2006	\$999,999.99	) \$	999,999.99	Prime Contractor	Landscaping
Florida Department of							T (7) 01 1 1 5 1 01 01
Transportation	Traffic Signalization	2000 4- 2000	£400,000,00		£400 000 00	Drive a Constructor	Construct LED Mast Arm Traffic Signals at Flagler St & 3 Killian Dr & SW 82 St including sidewalks, curbs, and asp
Florida Department of	Traine digitalization	2008 to 2009	\$499,999.99	<del>'</del>	\$499,999.99	Prime Contractor	Construct LED Mast Arm Traffic Signal including sidewall
Transportation	SR860 & NW 75 PL Signalization	2007	380.000.00	ام	380 000 00	Prime Contractor	and signal Interconnect.
Florida Department of	Illuminated Street Name Signs Broward County	2007	380,000.00	<del>'</del>	300,000.00	Filine Contractor	and signal interconnect.
Transportation	Contract # E4H56	2007	\$292,404.00	) <b>s</b>	292,404,00	Prime Contractor	Provide and Install Illuminated Street name Signs
Florida Department of	Illuminated Street Name Signs Palm Beach			1			
Transportation	County Contract # E4H63	2007	\$650,148.00	\$	650,148.00	Prime Contractor	Provide and Install Illuminated Street name Signs
Florida Department of	District 4 Traffic Signals Hurricane Emergency						
Transportation // Florida Department of	Repairs Contract	2005 to 2006	\$2,580,588.00	) \$	2,580,588.00	Prime Contractor	Repair Traffic Signals within District 4
гюпоа Department of Transportation	Contract #E6D90 Roadway Lighting Push Button						
Transportation		2008 to 2009	\$115,555.00	) \$	115,555.00	Prime Contractor	Street Light Repairs County Wide
	Lights maintenance contract for Interstate I-95, I-75, SR-826, SR-836, SR-112, SR-195, SR-						1000
Florida Dept, of	924, SR-874, SR-878 within Miami-Dade						Lights maintenance contract for Interstate I-95, I-75, SR-
Transportation	County limits	1009 +- 2006	£1 260 000 00	1	44 040 000 00	Datas Carter to	SR-112, SR-195, SR-924, SR-874, SR-878 within Miami
	1	1998 to 2006	\$1,260,000.00 per year	\$	71,340,000.00	Prime Contractor	limits

# STATEMENT OF NO BID



Note: If you do not intend to submit a bid, please return this form ONLY.

TO: "Street Light Maintenance Services Agreement 2010"
Office of the Town Clerk
Town of Lauderdale By-The-Sea
4501 Ocean Drive
Lauderdale By-The-Sea, FL. 33308

We, the undersigned, have the following reasons:	declined to submit a Bid on the above	noted Invitation to Bid for
Insufficient time to re	espond to the Invitation To Bid	
Do not offer this serv	rice	
Our schedule will not	t permit us to perform	
Unable to meet spec	ifications	
Specifications unclea	ır (Please explain below)	
Remove us from the	Town of Lauderdale By-The-Sea's, "Bid	der's Mailing List"
Other (Please specify	/ below)	
REMARKS:		
		`
We understand that if a "no the list of vendors of the Tow	bid" statement is not returned, our name n of Lauderdale-By-The-Sea.	e may be removed from
COMPANY NAME:		
SIGNATURE:		27
DATE:	TELEPHONE:	

# ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA	)
	: SS
COUNTY OF BROWARD	)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum heren bid will be paid to any employees of the Town of Lauderdale-By-The-Sea as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: Michael Hartmez

Sworn and subscribed before me this

<u>&</u> day of <u>Clarif</u>, 2010

NOTARY PUBLIC, State of Florida

My Commission Expires:

YAMILE CAEELLO

Notary Public - Stale of Florida
My Commission Expires Sep 14, 2010

Commission # DD 595414

Bonded By Nation

# SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICE AUTHORIZED TO ADMINISTER OATHS.

đ.	This sworn statement is submitted with Bid, Bid or Contract No. <u>ITB - 10-63-02</u> for <u>Archael Nowborz</u> N
	TOWN OF. LAUDERDALE BY the SEA.
2.	This sworn statement is submitted by /-/oisepowers Electric, Trace (name of entity submitting sworn statement)
	whose business address is $8105$ West, $20$ Ave $400$ and (if applicable)
	its Federal Employer Identification Number (FEIN) is 592502221 (If
	the entity has no FEIN, include the Social Security Number of the individual signing
	this sworn statement.)
3.	My name is Michael Marchinez. and my relationship to Move for Epower Eleckiplease Print name
	of individual signing) the entity named above is,  Lower Electric, Ind.  VICE President.
<b>1.</b>	I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be Provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
	I understand that "convicted" or "conviction" as defined in Paragraph 287.133(I)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nole contendere.

Statutes, means

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida

- 1. A Predecessor or successor of a person convicted of a public entity crime: or
- 2. An entity under the control of any natural person who is active in the management of t entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the Preceding 36 months shall be considered an affiliate.
- 7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the Provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 8. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with no convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

There has been a Proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent Proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the

hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

	x (signature)
STATE OF Florido	(date)
COUNTY OF Miani-Dade	
PERSONALLY APPEARED BEFORE ME, the who, after first being sworn being common distribution of individual signing)	undersigned authority, Michael Marchinez  y me, affixed his/her signature in the space provided above on this
day of <u>Opril</u> , 201 <u>C</u> .	
VIy commission expires:  YAMILE CABELLO  YAMILE CABELLO  Notary Public - State of Florida  Notary Public - State of Florida  Notary Public - State of Florida  Notary Assn.	NOTARY PUBLIC

AC# 3965621

# STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION ELECTRICAL CONTRACTORS LICENSING BOARD

SEQ# L08090100519

DATE BATCH NUMBER LICENSE NBR

09/01/2008 080069443 EC0001153

The ELECTRICAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2010

ORTIZ, HECTOR P HORSEPOWER ELECTRIC INC 8105 W 20TH AVE HIALEAH FL 33014-3231

CHARLIE CRIST GOVERNOR

DISPLAY AS REQUIRED BY LAW

CHARLES W. DRAGO SECRETARY MIAMI-DADE COUNTY TAX COLLECTOR 140 W. FLAGLER ST. 1st FLOOR MIAMI, FL 33130

LOCAL BUSINESS TAX RECEIPT 2009 MIAMI-DADE COUNTY - STATE OF FLORIDA EXPIRES SEPT. 30, 2010 MUST BE DISPLAYED AT PLACE OF BUSINESS PURSUANT TO COUNTY CODE CHAPTER BA - ART. 9 & 10

THIS IS NOT A BILL - DO NOT PAY

FIRST-CLASS U.S. POSTAGI PAID MIAMI, FL PERMIT NO. 2:

165804-7

**BUSINESS NAME / LOCATION** 

HORSEPOWER ELECTRIC INC

8105 W 20 AVE 33014 HIALEAH

OWNER

HORSEPOWER ELECTRIC INC

HURSEPOWER ELECTRIC INC

Sec. Type of Business

196 ELECTRICAL CONTRACTOR
THIS IS ONLY A LOCAL
BUSINESS TAX RECEIPT. IT
DOES NOT PERMIT THE
HOLDER TO VIOLATE ANY
EXISTING REGULATORY OR
ZONING LAWS OF THE
COUNTY OR CITIES. NOR
DOES IT EXEMPT THE
HOLDER FIRM ANY OTHER
PERMIT OR ALICENSE
REGULATE OR LAWS THIS IS
NOT A CERTIFICATION OF
THE HOLDER'S QUALIFICATION.

PAYMENT RECEIVED MIAMI-DADE COUNTY TAX COLLECTOR:

09/14/2009 60010000327 000195.00

SEE OTHER SIDE

RENEWAL

RECEIPT NO. 165804-7

STATE# EC0001153

WORKER/S

60

DO NOT FORWARD

HORSEPOWER ELECTRIC INC HECTOR P ORTIZ PRES 8105 W 20 AVE HIALEAH FL 33014

# Scott's Electrical & Lighting LLC

# STREETLIGHT MAINTENANCE SERVICES AGREEMENT 2010

ISSUE DATE: March 10, 2010

ITB # 10-03-02

MAIL OR DELIVER BIDS TO:

JUNE WHITE, TOWN CLERK

TOWN OF LAUDERDALE-BY-THE-SEA

4501 OCEAN DRIVE

LAUDERDALE-BY-THE-SEA, FLORIDA 33308

(954).776-0576

BIDS MUST BE RECEIVED NO

LATER THAN:

2:00 P.M. April 8, 2010

Bid Opening 2:00 P.M.



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# To: All Prospective Bidders:

Town of Lauderdale-By-The-Sea Bid for Street Light Maintenance Services 2010 contains the following documents:

# Part 1 Bid Requirements and Information

Invitation To Bid	1
Street Light Maintenance Bid Form	
Specifications	
Street Light Maintenance Services Bid	9-11
Statement of No Bid	13

# Part 2 Agreement Forms

Street Light Maintenance Services Agreement	16
Sample Work Order	
Anti-Kickback Affidavit	
Public Entity Crimes Form	

Please review your bid package to ensure that it contains all of these documents. For further information pertaining to this Street Light Maintenance Services Agreement or to obtain copies of any missing document(s), please call (954) 776-0576.

If your firm determines that a "No Bid" response is required, please complete and return the "Statement of No Bid". Firms submitting a bid should ensure that the following documents are completed, certified, and returned as instructed: Bid Form, Street Light Maintenance Services Form, Street Light Maintenance Services Contract Rates Form, Experience of Bidder Form, Anti-Kickback Affidavit, Public Entities Crimes Form, and all licenses required.

# PART 1

# BID REQUIREMENTS AND INFORMATION

# INVITATION TO BID

Sealed Bids for the Street Light Maintenance Services Agreement 2010, addressed to the Town of Lauderdale-By-The-Sea (the "Town"), will be received at the office of the Town Clerk, Town of Lauderdale-By-The-Sea, Florida, 33308 until 2:00 p.m., local time, on the 8th day of April, 2010, and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

The project consists of furnishing the necessary equipment, labor, and materials for the performance of Street Light Maintenance Services and repair services for the Town's Street Light equipment and systems.

One (1) original and (3) copies of the bid are to be enclosed in a sealed envelope clearly marked on the outside "STREET LIGHT MAINTENANCE SERVICES AGREEMENT 2010 ITB #10-03-02" and delivered to:

JUNE WHITE, TOWN CLERK
TOWN OF LAUDERDALE BY-THE-SEA
4501 OCEAN DRIVE
LAUDERDALE-BY-THE-SEA, FLORIDA 33308

Each Bid must be submitted on the prescribed forms:

Within ten (10) calendar days after the Notice of Award, the successful bidder will be required to furnish documentation showing compliance with the licensing requirements of the Code of Ordinances of the Town, the State of Florida and applicable federal law. Compliance with these provisions is a prerequisite to execution of the contract. Specifically, within ten (10) calendar days after the Notice of Award, the successful bidder must demonstrate that they meet the requirements stated herein.

## 1. LICENSES

All licenses or certificates required by federal, state or local statutes or regulations and applicable to performance as required must be in full force and in effect and evidence thereof shall be provided to Town.

# 2. DOCUMENTATION

Bidder must have evidence of: i) a valid Certificate of Competency issued by the Director of the Town Building and Zoning Department, and ii) all applicable state and local licenses required to perform pursuant to the bid, including, without limitation, any licenses listed below. All the foregoing shall be maintained throughout the contract term.

# 3. BONDS AND INSURANCE

All bid bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the surety or insurance company having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said surety or insurance company shall be duly licensed and qualified to do business in the State of Florida.

# 4. QUALIFICATIONS

Before a contract will be awarded for the work contemplated herein, the Town may, at its option, conduct such investigation as is necessary to determine the performance record and ability of the bidder to perform the type and magnitude of work specified herein. Upon request, the bidder shall submit such information as deemed necessary by the Town to evaluate the bidder's qualifications.

# 5. REJECTION OF BIDS

For information concerning the scope of the work, contact Don Prince, Municipal Services Director, Town of Lauderdale By-The-Sea, telephone: (954) 776-0576.

The Town may reject bids for any reason, including without limitation:

- (a). for budgetary reasons, or,
- (b). if the bidder mis-states, conceals, or omits any material fact in the bid, or,
- (c) if the bid does not strictly conform to the law or is non-responsive to the request bid requirements, or,
- (d) if the bid is conditional, or,
- (e). if a change of circumstances occurs making the bid unnecessary to the Town. The Town may also waive any minor informalities or irregularities in any bid.

### 6. PREPARATION OF BIDS

Bids will be prepared and provided in accordance with the following:

1. Bids must be submitted on the forms furnished. Facsimile and electronic mail bids will not be considered. Other forms will be rejected.

- 2. All information required by the bid form shall be furnished. The bidder shall print or type his/her name and provide the original signature of an individual authorized to bind bidder on the Services Agreement Form.
- 3. Bidder shall thoroughly examine and complete the entire bid.
- 4. All bids shall be submitted in original plus three (3) copies, and in sealed envelopes.
- 5. Bidders are advised that all Town contracts are subject to legal requirements provided for in the Town Code and all other applicable law. The Town is not bound until the appropriate contract is executed by Town and approved by legal counsel of Town.

### 7. DESCRIPTION OF SUPPLIES

Any manufacturers name, trade name, brand name, or catalog number used in the documents are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE UNLESS SO STATED. Bids will be considered for any brand which meets the quality of the specifications for any item used. All materials supplied by Contractor must be new, first rate quality, and up to the standard customarily used in the industry.

# 8. SUBMISSION OF BIDS

Bids shall be enclosed in sealed envelopes addressed to the Town Clerk, Town of Lauderdale-By-The-Sea. The name and address of the bidder, the date and hour of the bid opening and the bid title should be placed on the outside of the envelope.

Unless otherwise indicated, all bids received may be awarded on partial or full basis.

#### 9. WITHDRAWAL OF BID

Bids may be withdrawn prior to the time set for bid opening. Such request must be in writing, addressed to the Town Clerk.

#### 10. LATE BIDS OR MODIFICATION

Bids and modifications received after the time set for the bid opening will not be considered. Modifications in writing received prior to the time set for the bid opening will be accepted, provided they are in conformance with all requirements set forth herein.

# 11. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

Bidders shall comply with all local, state and federal directives, orders and laws as applicable to this bid and any subsequent contract(s) including, but not limited to:

- 1. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246, as applicable.
- 2. Minority Business Enterprises (MBE), as applicable.
- 3. Occupational Safety and Health Act (OSHA), as applicable.

# 12. INSURANCE REQUIREMENTS

Contractor shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance, including Workers' compensation insurance, employer's liability insurance, and comprehensive liability insurance as indicated below:

General Aggregate	\$1,000,000.00
Products-Comp/Op Agg.	\$1,000,000.00
Personal & Adv. Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Fire Damage (any one fire)	\$50,000.00
Med .Expense (any one person)	\$5,000.00

The policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. Contractor shall specifically protect the Town and the Town of Lauderdale By-The-Sea Commissioners by naming said as additional insured under the Comprehensive Liability Insurance Policy. Contractor shall provide to Town a Certificate of insurance or a copy of all insurance policies required by Town. Town reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that Town shall be given thirty (30) days notice prior to expiration or cancellation of the policy.

#### 13. COLLUSION

The bidder, by affixing his/her signature to his/her/its bid, agrees to the following: "Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

### 14. VARIANCE IN CONDITIONS

Any and all special conditions and specifications attached hereto as an Exhibit shall govern over the provisions herein. Exhibits attached:

# 15. APPROPRIATIONS CLAUSE

If performance of the contract or delivery extends beyond the current fiscal year (which ends on September 30) the contract shall be contingent upon the availability of funds appropriated for such purposes in the Town's annual budget for the next succeeding fiscal year.

# 16. CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS:

If any person contemplating submitting a bid is in doubt as to the meaning or interpretation of the specifications or any provision hereof or the bid documents or any part thereof, he may submit to the Town Clerk on or before five (5) calendar days prior to the scheduled opening, a request for information. All such requests for information shall be made in writing and the person submitting the request will be responsible for prompt delivery. Any interpretations provided, if made, will be made only by addendum duly issued. The Town will attempt to provide a copy of such addendum to each person receiving the Invitation to Bid. The Town will not be responsible for any other explanation or interpretation prior to the award of the contract. Any objection to the specifications and requirements as set forth in the bid must be filed in writing with the Acting Municipal Services Director on or before five (5) calendar days prior to the scheduled opening.

#### 17. DISCOUNTS:

- A. Bidder may offer a cash discount for prompt payment; however, such discount shall not be considered in determining the lowest cost for bid evaluation. Bidders are encouraged to reflect cash discounts in the unit price quoted.
- In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

#### 18 AWARD OF CONTRACT:

- A. The contract will be awarded to the lowest responsive and responsible bidder whose bid, conforming to the Invitation to Bid, is most advantageous to the Town, prices and other factors considered.
- B. The Town reserves the right to accept and award item by item, and/or by group or in the aggregate, unless the bidder qualifies his bid by specified limitations.

- C. If two or more bids received are for the same total amount or unit price, quality and service being equal, the contract will be awarded to the bidder that maintains an office inside the Town limits. When no bidder maintains an office within the Town, an office maintained within Broward County will be the determining factor. When neither condition exists, bids for identical amounts will be determined by the drawing of lots in public by the Town Clerk.
- D. Prices quoted must be f.o.b. Town with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.

# 19. TRAVEL AND REIMBURSABLE OUT OF POCKET EXPENSES:

No travel and/or reimbursable expenses shall be allowed unless specifically stated.

# 20. LOCATION OF CLAIMS

This Invitation to Bid and all actions thereunder shall in all respects be governed by and interpreted and enforced pursuant to the laws of the State of Florida. Any suit arising out of this bid or the resulting contract shall be brought in Broward County, Florida.

# 21. EXPENSES AND DELAY

The Town shall have no liability to the bidder for any expenses incurred in response to this Invitation to Bid or for any damages to the bidder for delay or interruption of any services performed under any resulting contract. The bidder's sole and exclusive remedy for any such delay, if any, shall be an extension of the time required or allowed to complete the services. In order to obtain an extension of time, the bidder shall request same of the Town in writing within 24 hours of any delay or interruption.

IF A TABULATION OF BID IS DESIRED, PLEASE ENCLOSE A SELF- ADDRESSED STAMPED ENVELOPE WHEN SUBMITTING YOUR BID.

# SPECIFICATIONS FOR STREET LIGHT MAINTENANCE SERVICES

PARTI GENERAL

- 1.1 DESCRIPTION OF WORK: (Scope of work)

  Furnishing the necessary equipment, labor and materials for the performance of the Street Light Maintenance Services Agreement, utilizing unit price contracting as outlined herein:
  - A. Notify the Office of the Municipal Services Director upon arrival prior to the performance of any service work; obtain signatures from appropriate city personnel verifying the amount of time spent on Street Light Maintenance, repairs and services in the various buildings or departments.
  - B. Street Light Maintenance Services authorized and approved as needed, at any hour, on any day, when called between 8:00 a.m. 5:00 p.m., excluding holidays, and as outlined below:
    - 1. Emergency service will be available on Christmas, New Year's Day, July 4<sup>th</sup>, and Easter at any hour at an <u>overtime surcharge</u> above the normal hourly rate for technicians as stated in the bid.
    - 2. Emergency service will be available after hours (when called after 5:00 p.m. and before 8:00 a.m. weekdays) at any hour at the normal hourly rate for technicians as stated in the bid. Only holidays noted above are subject to additional charge.

## C. Services Provided

- 1. The Town of Lauderdale-By-The-Sea shall be given preferential service. Service calls will be made the same workday that a work order is issued.
- 2. Bidder must maintain an office in Broward County and provide response time of one hour or less from the time Contractor is notified by the Town in emergencies.

Dated this day of, 2010.
TOWN OF LAUDERDALE-BY-THE-SEA
•
By:
Esther Colon, Town Manager

# BID FORM STREET LIGHT MAINTENANCE SERVICES

TO: The Town Of Lauderdale-By-The-Sea 4501 Ocean Drive Lauderdale-By-The-Sea, Florida 33308

PROJECT TITLE: STREET LIGHT MAINTENANCE SERVICES

BIDDER: Scott's Electrical & Lighting LCC

Bidder's authorized Contact person: Tracy Scott

Telephone: 954-325-7959

# BIDDERS DECLARATION AND UNDERSTANDING

The bidder agrees to furnish necessary equipment, materials, and personnel to perform Street Light Maintenance Services and repairs (emergency and otherwise) for the Town of Lauderdale By-The-Sea (Town) as required. The bidder declares he has used all data which he believes pertinent from the Town and other sources in arriving at his conclusions. The bidder agrees to perform all Street Light Maintenance Services as required on all Town owned or leased properties and equipment, or as directed by the Town.

# UNIT PRICE BID

The bidder shall accept, as full payment for the work proposed herein, the amounts and unit prices listed herein during the term of the contract. The prices quoted are for work performed during regular working hours, weekends and after hours. A holiday surcharge as stated herein is the only occasion for which there is an acceptable overtime surcharge above the rate for services performed. Holiday work may or may not be called for by the Town. All bids must be submitted on the prescribed form enclosed herein.

SERVICES PURSUANT TO THIS CONTRACT WILL BE USED FOR ROUTINE AND EMERGENCY MAINTENANCE AND REPAIRS IN AMOUNTS NOT TO EXCEED \$3,000.00 PER OCCURANCE.

# STREET LIGHT MAINTEANCE CONTRACT RATES

# REGULAR HOURLY RATE

7	HOL	RIY	RATE	FOR	SERVICES	DURING	REGII AS	BUSINESS	HOHRS
i	100	1 1 4	$1 \times 1 \times 1$	1 01	OLIX 9 10 LX	<i>, ,</i> , , , , , , , , , , , , , , , , ,	- おこじひしたに	COUCHERS	

JOURNEYMAN \$ 40 HELPER \$ 30

HOURLY SURCHARGE FOR SERVICES AFTER REGULAR BUSINESS HOURS

JOURNEYMAN \$ 40

HELPER \$ 30

THE HOURLY SURCHARGE FOR SERVICES DURING HOLIDAYS AS OUTLINED IN THE AGREEMENT

JOURNEYMAN \$ 50

HELPER \$ 40

MARK-UP ON MATERIALS AT COST, EXCLUDING SALES TAX, SHIPPING & HANDLING

% 15

HOURLY RATE FOR THE USE OF A 40' LIFT BUCKET \$40 per hour

# EXPERIENCE OF BIDDER

The bidder states that he is an experienced contractor and has provided similar services within the last 5 years.

(List similar services, with types, names of clients, project costs, and at least three business references, including phone numbers. Use additional sheets if necessary.)

FPL street light contract Broward,
West Palm Preach.
Alex Zambrano 305-552-2949
City of Pontano Beach, Florida Superintendent, Building Maintenance Division Pager Palermo 954-786-4108
Superintendent, Building Maintenance
Disson Proger Palermo 954-786-4108
Dade County Schools - Coordinator III Gary Spake 305-995-4607
Gay Spake 305-995-4607
City of Hollywood
City of Hollywood Superindendent, Street & Beach Maintenan Jose Vasquez - 954-947-4526
305e Vasquez = 939-941-9326
References on other sheets.
Their Chico on Other Sincers.

# STREET LIGHT MAINTENANCE SERVICES AGREEMENT

This Street Light Maintenance Se	ervices A	greement,	made and	ente	red into this	16+4	day
of April , 2010,							
hereinafter called the "Town" and "Contractor."	Sect	45Elec	tical.	<u>,                                     </u>	, hereinaftei	called	the
"Contractor."	Light	ing L					

## WITNESSETH:

The Contractor, in consideration of the sum to be paid to him by the Town, and other good and valuable consideration, hereby agrees with the Town as follows:

- 1. Contractor, as an independent contractor, at its own cost and expense, shall perform the work as authorized by written Work Order issued by the Town, and shall provide all materials, tools, labor, appliances, machinery and appurtenances necessary to perform the authorized services.
- 2. All work shall be performed in a professional manner and form as required by all applicable federal, state, and local rules, regulations, laws, codes, and ordinances, and in accordance with the contract documents (the "Contract Documents") which are fully incorporated herein and made a part of this Contract for all purposes and are as follows:

Invitation To Bid and response by Contractor; General Conditions; Street Light Maintenance Services Requirements and Agreement; Agreement Forms; Work Orders provided hereunder.

- 3. No promise or guarantee is expressed or implied as to the total quantity of services to be procured from Contractor. Furthermore, Town may, at any time, in its sole discretion during the term of this Contract, procure the services of other contractors for any services within the scope of this Contract.
- 4. Upon completion of the services authorized by a Work Order, Contractor shall submit written statements identifying the Work Order number, the nature of the work performed including job functions for each Work Order, the number of hours spent on the project, and an itemized statement of all costs and expenses associated therewith.
- 5. Town shall make payment to Contractor within thirty (30) days from the date of receipt of a correct and approved written invoice for payment.
- 6. Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during any applicable warranty period of materials furnished and during the term of this Contract and for thirty days thereafter.

7. The Contractor shall indemnify, defend and hold harmless the Town, its officers, and employees from liabilities, damages, losses, and costs; including, but not limited to, attorney's fees at any level, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct or failure to act of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

In the event that any action or preceeding is brought against the Town by reason of such claim or demand, Contractor shall, upon written notice from the Town of Lauderdale-By-The-Sea, resist and defend such action or proceeding by counsel satisfactory to the Town of Lauderdale-By-The-Sea. The indemnification shall obligate Contractor to defend at its own expense to and through appellate, supplemental, or bankruptcy proceeding, or to provide for such defense, at the Town's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the Town, whether performed by Contractor, or persons employed or utilized by Contractor.

The Contractor's obligation herein shall not be limited in any way by the agreed upon Contract price or amounts as shown in this Contract, nor by the Contractor's limit of or lack of sufficient insurance coverage.

The parties understand and agree that the covenants and representations Contract relating to this indemnification provision shall serve the term of this Contract and continue in full force and effect as to the Contractor's responsibility to indemnify.

- 8. This Contract is for a two (2) year term from the date of execution by the parties. One (1) single-year extension on the same terms and conditions, and at the prices provided herein, is available to Town if Town provides written notice to Contractor two (2) months prior to the Contract expiration.
- 9. In the event Contractor shall fail to perform the work as authorized by Town to the satisfaction of Town, or shall fail to perform the work in accordance with the terms and conditions of the Contract Documents, Town shall have the option (but is not required) to terminate this Contract upon written notice of termination to Contractor.
- 10. Contractor may not assign this Contract, and any changes to the terms of this Contract must be contained in a written amendment, executed by the parties hereto.
- 11. This Contract does not create an employee/employer relationship between the parties. It is the intent of the parties that Contractor is an independent contractor under this Contract and not the TOWN's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law.
- 12. Contractor shall provide evidence of insurance to the Town that complies with the insurance laws of the State of Florida, including workers compensation insurance as

required by law, and liability insurance as required in the bid requirements and information, part 1, section 12, page 5.

General Aggregate	\$1,000,000.00
Products-Comp/Op Agg.	\$1,000,000.00
Personal & Adv. Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Fire Damage (any one fire)	\$50,000.00
Med. Expense (any one person)	\$5,000.00

- 13. The Contract Documents as described herein, together with any exhibits, constitute the final and entire agreement between the Contractor and Town and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding this Contract shall be deemed to exist or to bind either party, unless same be in writing, dated subsequent to the date hereto, and duly executed by the party to be charged.
- 14. Should any provision, paragraph, sentence, word, or phrase contained in this document be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, and the remainder shall remain unmodified and in full force and effect.
- The Town and Contractor knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in state and or federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon this Contract and/ arising out of, under, or in connection with the services performed hereunder, or any course of conduct, course of dealing, statements or actions or inactions of any party hereto.
- 16. If either the Town or Contractor is required to enforce the terms of this Contract by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties have made and executed this Contract on the respective dates under each signature.

Approved As To	o Form:	
• •		Susan Trevarthen, Town Attorney

TOWN OF LAUDERDALE BY-THE-SEA, FLORIDA

	Date:	
Esther Colon, Town Manager		

CONTRACTOR	
Scotts Electrical	€ Lighting LLC
By: Tydu	Date: <u>April 8, 2010</u>
Tracy Scott	Title: President
Print Name	

# ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA ) : SS COUNTY OF BROWARD )

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Lauderdale-By-The-Sea as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

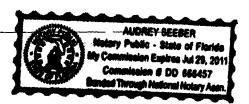
By: J

Sworn and subscribed before me this

8th day of April, 2010

NOTARY PUBLIC, State of Florida

My Commission Expires:



- 1. A Predecessor or successor of a person convicted of a public entity crime: cr
- 2. An entity under the control of any natural person who is active in the management of t entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the Preceding 36 months shall be considered an affiliate.
- 7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the Provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 8. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with no convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

There has been a Proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent Proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the

hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

STATE OF Flor

COUNTY OF Brown

PERSONALLY APPEARED BEFORE ME, the undersigned authority. after first being sworn by me, affixed (name of individual signing) in the space provided above on this 8+1

My commission expires:

#### STATE OF FLORIDA



DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS LICENSING BOARD 1940 NORTH MONROE STREET TALLAHASSEE FL 32399-0783

(850) 487-1395

SCOTT, TRACY WILLIAM H.D.S. LIGHTING INC. 16751 SW 62 ST FT LAUDERDALE

FL 33331

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers.

Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA STATE OF FLORIDA AC# 3965623 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

EC0003045

09/01/08 088051736

CERTIFIED ELECTRICAL CONTRACTOR SCOTT, TRACY WILLIAM H.D.S. LIGHTING INC.

IS CERTIFIED under the provisions of Ch.489 FS Expiration date: AUG 31, 2010 L08090100521

#### **DETACH HERE**

3965623

#### STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION ELECTRICAL CONTRACTORS LICENSING BOARD SEQ# L08090100521

BATCH NUMBER THEENSE NBR DATE 09/01/2008 088051736 EC0003045

The ELECTRICAL CONTRACTOR Named below IS CERTIFIED

Under the provisions of Chapter 489 FS. Expiration date: AUG 31, 2010

SCOTT, TRACY WILLIAM H.D.S. LIGHTING INC. 16751 SW 62 ST FT LAUDERDALE

FL 33331

电缆

CHARLIE CRIST GOVERNOR



CHARLES W. DRAGO SECRETARY

MIAMI-DADE COUNTY TAX COLLECTOR 140 W. FLAGLER ST. 1st FLOOR MIAMI, FL 33130

LOCAL BUSINESS TAX RECEIPT 2009 MIAMI-DADE COUNTY - STATE OF FLORIDA EXPIRES SEPT. 30, 2010

MUST BE DISPLAYED AT PLACE OF BUSINESS

PURSUANT TO COUNTY CODE CHAPTER 8A - ART. 9 & 10

FIRST-CLASS U.S. POSTAGE PAID MIAMI, FL PERMIT NO. 231

631398-5

THIS IS MOT A BILL - DO NOT PAY

RENEWAL

BUSINESS NAME/LOCATION
SCOTTS ELECTRICAL & LIGHTING LLC
OPERATING IN DADE COUNTY RECEIPT NO. STATE# EC13003783 658038-6

OWNER SCOTTS ELECTRICAL & LIGHTING LLC

WORKER/S

SCUITS ELECTRICAL & LIGHTING LI
Sec. Type of Business
196 SPEC ELECTRICAL CONTRACTOR
THIS IS ONLY A LOCAL
BUSINESS TAX RECEIPT. IT
DOES NOT PERMIT THE
HOLDER TO VIOLATE ANY
EXISTING REGULATORY OR
ZONING LAWS OF THE
COUNTY OR CITIES. NOR
DOES IT. EXEMPT THE
HOLDER FROM ANY OTHER
HOLDER FROM ANY OTHER
PERMIT OR LICENSE
REQUIRED BY LAW. THIS IS
NOT A CERTIFICATION OF
THE HOLDER'S QUALIFICATIONS.

SW. RANCHES F.

DO NOT FORWARD

SCOTTS ELECTRICAL & LIGHTING LLC TRACEY SCOTT MNGR 16751 SW 62 ST SW RANCHES FL 33331

PAYMENT RECEIVED MIAMI-DADE COUNTY TAX COLLECTOR: 10/16/2009

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SEE OTHER SIDE

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D 1988-2009 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Producer: Linn Insi			SILITY INS			1/25/2010
2739 U.S	rance Company S. Highway 19 N.		upon the Cert		of information only and cor tificate does not amend, ex below.	
Hollday,	FL 34691			Insurers Affording Cove	rage	NAIC #
Insured: South Fa	st Personnel Leasing,	Inc	Insurer A:	Lion Insurance Company		11075
	6. Highway 19 N.	nio.	Insurer B:			
	Holiday, FL 34691		Insurer C:			
			Insurer D: Insurer E:			
Coverages			insuler E.			
The policies of insurance listed belo	w have been is sued to the insured name r pertain, the insurance afforded by the p	d above for the policy perio olicies described herein is	d indicated. Notwithstanding subject to all the terms, exclus	any requirement, term or conditions, and conditions of such policions.	on of any contract or other document wi cies. Aggregate limits shown may hav	th respect to which a been reduced by
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Employers' Liability		1			E.L. Each Accident	\$1,000,000
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	njuries incurred by South Eas o statutory employee(s) or in					Ī
	ee(s) leased to the Client Cor					2.
Project Name:						}
FAX: 954-252-1688 & 954-	786-4014 / ISSUE 06-03-09	(SD) / RENEWAL 1	12-17-09 (SH) /REIS	SSUE 01-25-10 (TD)		
				`		n: 9/24/2002
CERTIFICATE HOLDER			CANCELLATION		Begin Dat	e: 8/24/2008
CITY OF F	POMPANO BEACH		Should any of the above de	escribed policies be concelled be written notice to the certificate hold	fore the expiration data thereof, the iss der named to the left, but failure to do s	uing insurer will o shall impose no
	OGER PALERMO, MAINTENANC	E SUPERINTENDA	obligation or liability of any	kind upon the insurer, its agents	or representatives.	
	CANTIC BLVD DBEACH, FL 33060			ale	· · · · · · · · · · · · · · · · · · ·	

ACORD CERTI	FICATE OF LIA				DATE (MM/DD/YY) 01/07/10	
JSLB SERVICES INC , JAMES MII 18512 NW 67 AVE MIAMI FL 33015	ONLY AN	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OF ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW				
(305) 828-2811		Insurers	AFFORDING COVERA	GE		
INSURED		INGURER A: AL	LSTATE INSUR	ANCE		
SCOTT'S ELECTRICAL & LIGHT!	NG. LLC	INBURER 8:				
16751 SW 62 ST FT LAUDERDALE FL 33331		INSURER C:		.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
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ACORD 25-S (7/97)

#### EXPERIENCE OF BIDDER

The bidder states that he is an experienced contractor and has provided similar services within the last 5 years.

(List similar services, with types, names of clients, project costs, and at least three business references, including phone numbers. Use additional sheets if necessary.)

FPL street light contract Proward,
West Palm Breach.
Alex Zambrano 305-552-2949
City of Panisago Breach, Florida
City of Pompano Breach, Florida Superintendent, Building Maintenance Divisor Proger Palermo 954-786-4108
Division Proger Palermo 954-786-4108
Dade County Schools - Coordinator TIT
Dade County Schools - Coordinator III Sary Spake 305-995-4607
City of Hollywood Superindendent, Street & Beach Maintenance Jose Vasquez - 954-947-4526
Superindendent, Street & Beach Maintenna
Jose Vasquez - 954-967-4526
References on other sheets.
1



#### Scott's Electrical & Lighting, LLC

16751 SW 62<sup>nd</sup> Street Southwest Ranches, FL 33331 Office 954-434-3700 Mobile 954-325-7959 EC# 13003783

Dear Valued Customer,

Scott's Electrical & Lighting is your source for all of your electrical and lighting needs. As a second generation master electrician, Tracy Scott has the knowledge and experience to get the job done properly while staying within the customer's budget. For the past 12 years Tracy has worked as Vice President of HDS Lighting. During this time he managed accounts for FP&L in Dade, Broward, West Palm, Naples, Ft. Meyers, and Bonita Springs—working with them through all of the major storms and hurricanes between 1995 and 2007. Tracy also maintained, through FP&L, the entire street lighting system in both Broward (about 220,000 lights) and Palm Beach Counties (about 90,000 lights). Tracy Scott has the experience to handle any project.

Just a few of Scott's Electrical & Lighting services include:

- \* Installation and maintenance of new street lighting systems
- \* Repair of all underground or overhead services
- \* Commercial and residential installation and maintenance
- \* Ballpark and security lighting
- \* Substation decommissioning

Safety, efficiency, and quality work are our top priorities. With modern tools and equipment, Scott's Electrical & Lighting is prepared for any challenge. Our crews are available 24/7. We look forward to serving you in the near future. If you have any questions please feel free to give Tracy a call at (954) 325-7959.



October 22, 2008.

RE: FPL

To the Purchasing Manager:

This letter will verify that Tracy W. Scott of Scott's Electrical and Lighting, LLC, as Qualifier for HDS Lighting, has completed the following work for FPL.

Location:

Dade, Broward, Palm Beach and Lee Counties.

Scope of Work:

Street Lighting Systems, Underground Electrical Work,

Overhead Electrical Wiring, Inside Electrical Work and

Emergency recovery work.

**Contract Price:** 

Multiple Purchase Orders,

Total approximately \$1.5 - 2 million per year

**Project Duration:** 

1995 to 2007

**Customer Project** 

Alex Zambrano

Supervisor:

Please feel free to contact my office should you require further information in this matter; I may be reached at 305-552-2949.

Alex Zambrano
FPL Supervisor
Alex\_Zambrano@FPL.com



## Roger Palermo Building Maintenance Superintendent 1190 NE 3<sup>rd</sup> Ave. Building B Pompano Beach, Fl 33060 Phone 954 786-4108 Fax 954 786-4014



#### City of Pompano Beach, Florida

RE: Street & City Park Lighting System Project

To the Purchasing Manager:

This letter will verify that Tracy W. Scott of Scott's Electrical & Lighting, LLC, as Qualifier for HDS Lighting, has completed the following work for the City of Pompano Beach, Florida:

Location:

Street Lighting System

City Park Lighting System

City-wide Project

Scope of Work:

Electrical Repairs and Installation of Street & City Park

Lighting Systems at multiple locations in the City of

Pompano Beach

Contract Price:

Multiple Purchase Orders,

Current total approximately \$200,000.00

Project Duration:

January 2007 - Ongoing Project

Customer Project

Supervisor:

Roger Palermo

City of Pompano Beach

Please feel free to contact my office should you require further information in this matter; I may be reached at 954-786-4108.

Regards

Superintendent,

**Building Maintenance Division** 

City of Pompano Beach



Superintendent of Schools Alberto M. Carvalho giving our students the world

Miami-Dade County School Board
Agustin J. Barrera, Chair
Perla Tabares Hantman, Vice Chair
Renier Diaz de la Portilla
Evelyn Langlieb Greer
Dr. Wilbert "Tee" Hollowey
Dr. Martin Karp
Ana Rivas Logan
Dr. Marta Pérez
Dr. Solomon C. Stinson

October 29, 2008

To Whom It May Concern:

I am very pleased to have the opportunity to provide this recommendation for Scott's Electrical & Lighting. Over the past several months, Scott's Electric has worked on various projects in the Maintenance Service Center 3 area and has done an outstanding job in completing the jobs on time as well as the professionalism and workmanship his employees has displayed.

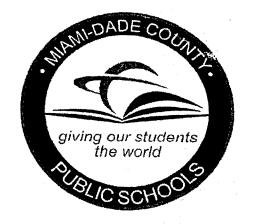
I highly recommend favorable consideration be given to Scott's Electrical for the Term Bid Contract.

Should you have any questions, please contact me at 305-835-1029.

Sincerely

Anthony Adams

AA:kbo -- 0052



### The School Board of Miami-Dade County, Florida Certificate of Contractor Prequalification

is issued to

#### Scott's Electrical & Lighting, LLC

Name of Company

You are hereby prequalified as a <u>Electrical Contractor</u> to bid for Miami-Dade County Public Schools projects effective <u>5/20/2009</u> to <u>5/20/2010</u>. The company's bid limit for single projects is <u>\$200,000</u> and the aggregate bid limit is <u>\$200,000</u>.

Rose Barefield-Cox, J.D., Administrative Director Office of M/WBE and Related Services

#### RE: Traz Powell Stadium Project

To the Purchasing Manager:

This letter will verify that *Scott's Electrical & Lighting*, *LLC* has completed the following work for Miami-Dade County Public Schools:

Location:

Traz Powell Stadium

11380 NW 27 Avenue

Miami, Florida 33010

Scope of Work:

Electrical Repairs and Installation of Lighting on Sports

Fields

Contract Price:

\$4,200.00

Project Completed:

October 2008

Customer Project

Supervisor:

Mark Tracey

Miami-Dade County Public Schools

Please feel free to contact my office should you require further information in this matter; I may be reached at 305-835-1036.

Regards,

Mark Tracey

Project Specialist Foreperson

Facilities Operations, Maintenance - RMAC 3

Miami-Dade County Public Schools

#### RE: Robert Renick Educational Center Project

To the Purchasing Manager:

This letter will verify that *Scott's Electrical & Lighting, LLC* has completed the following work for Miami-Dade County Public Schools:

Location:

Robert Renick Educational Center

2201 NW 207 Street Opa Locka, Florida

Scope of Work:

Electrical Repairs and Installation of Lighting on Sports

Fields

Contract Price:

\$16,250.00

Project Completed:

October 2007

Customer Project

Supervisor:

Mr. Bob Medlock

Miami-Dade County Public Schools

12525 NW 28 Avenue Miami, Florida 33167

Please feel free to contact my office should you require further information in this matter; I may be reached at 305-995-4607.

Regards,

Gary Spake Coordinator III,

Miami-Dade County Public Schools

#### RE: Traz Powell Stadium Project

To the Purchasing Manager:

This letter will verify that Scott's Electrical & Lighting, LLC has completed the following work for Miami-Dade County Public Schools:

Location:

Traz Powell Stadium

11380 NW 27 Avenue Miami, Florida 33010

Scope of Work:

Electrical Repairs and Installation of Lighting on Sports

Fields

Contract Price:

\$4,955.00

Project Completed:

September 2008

Customer Project

Supervisor:

Mark Tracey

Miami-Dade County Public Schools

Please feel free to contact my office should you require further information in this matter; I may be reached at 305-835-1036.

Regards,

Mark Tracey

Project Specialist Foreperson

Facilities Operations, Maintenance – RMAC 3

Miami-Dade County Public Schools



October 22, 2008.

RE: Underground Street Light System Project

To the Purchasing Manager:

This letter will verify that Tracy W. Scott of Scott's Electrical and Lighting, LLC, as Qualifier for HDS Lighting, has completed the following work for the City of Hollywood, Florida.

Location:

**Underground Street Lighting System** 

City-wide Project

Scope of Work:

Electrical Repairs and Installation of Street Lighting System

at multiple locations in the City of Hollywood.

Contract Price:

Multiple Purchase Orders,

Total approximately \$50,000.00

**Project Duration:** 

January thru December 2007

**Customer Project** 

Jose Vasquez

Supervisor:

City of Hollywood

Please feel free to contact my office should you require further information in this matter; I may be reached at 954-967-4526.

Jose Vasquez Superintendent, Street & Beach Maintenance Public Works Department

#### American Lighting & Signalization, Inc.

AMERICAN LIGHTING & SIGNALIZATION, INC. 4200 Church Street, Suite 1042 Sanford, FL 32771 VF - 592554039001

**Invitation To Bid** 



#### STREETLIGHT MAINTENANCE SERVICES AGREEMENT 2010

ISSUE DATE: March 10, 2010

ITB # 10-03-02

MAIL OR DELIVER BIDS TO:

JUNE WHITE, TOWN CLERK

TOWN OF LAUDERDALE-BY-THE-SEA

4501 OCEAN DRIVE

LAUDERDALE-BY-THE-SEA, FLORIDA 33308

(954) 776-0576

BIDS MUST BE RECEIVED NO

LATER THAN: 2:00 P.M. April 8, 2010

Bid Opening 2:00 P.M.



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#### To: All Prospective Bidders:

Town of Lauderdale-By-The-Sea Bid for Street Light Maintenance Services 2010 contains the following documents:

#### Part 1 Bid Requirements and Information

Invitation To Bid	. 1
Street Light Maintenance Bid Form	
Specifications	
Street Light Maintenance Services Bid9-	
Statement of No Bid	

#### Part 2 Agreement Forms

Street Light Maintenance Services Agre	ement	16
Sample Work Order		19
Anti-Kickback Affidavit	***************************************	20
Public Entity Crimes Form		

Please review your bid package to ensure that it contains all of these documents. For further information pertaining to this Street Light Maintenance Services Agreement or to obtain copies of any missing document(s), please call (954) 776-0576.

If your firm determines that a "No Bid" response is required, please complete and return the "Statement of No Bid". Firms submitting a bid should ensure that the following documents are completed, certified, and returned as instructed: Bid Form, Street Light Maintenance Services Form, Street Light Maintenance Services Contract Rates Form, Experience of Bidder Form, Anti-Kickback Affidavit, Public Entities Crimes Form, and all licenses required.

# PART 1 BID REQUIREMENTS AND INFORMATION

#### **INVITATION TO BID**

Sealed Bids for the Street Light Maintenance Services Agreement 2010, addressed to the Town of Lauderdale-By-The-Sea (the "Town"), will be received at the office of the Town Clerk, Town of Lauderdale-By-The-Sea, Florida, 33308 until 2:00 p.m., local time, on the 8<sup>th</sup> day of April, 2010, and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

The project consists of furnishing the necessary equipment, labor, and materials for the performance of Street Light Maintenance Services and repair services for the Town's Street Light equipment and systems.

One (1) original and (3) copies of the bid are to be enclosed in a sealed envelope clearly marked on the outside "STREET LIGHT MAINTENANCE SERVICES AGREEMENT 2010 ITB #10-03-02" and delivered to:

JUNE WHITE, TOWN CLERK TOWN OF LAUDERDALE BY-THE-SEA 4501 OCEAN DRIVE LAUDERDALE-BY-THE-SEA, FLORIDA 33308

Each Bid must be submitted on the prescribed forms:

Within ten (10) calendar days after the Notice of Award, the successful bidder will be required to furnish documentation showing compliance with the licensing requirements of the Code of Ordinances of the Town, the State of Florida and applicable federal law. Compliance with these provisions is a prerequisite to execution of the contract. Specifically, within ten (10) calendar days after the Notice of Award, the successful bidder must demonstrate that they meet the requirements stated herein.

#### 1. LICENSES

All licenses or certificates required by federal, state or local statutes or regulations and applicable to performance as required must be in full force and in effect and evidence thereof shall be provided to Town.

#### 2. DOCUMENTATION

Bidder must have evidence of: I) a valid Certificate of Competency Issued by the Director of the Town Building and Zoning Department, and II) all applicable state and local licenses required to perform pursuant to the bid, including, without limitation, any licenses listed below. All the foregoing shall be maintained throughout the contract term.

AMERICAN LIGHTING & SIGNALIZATION, INC. 4200 Church Street, Suite 1042 Sanford, FL 32771

VF - 592554039001

LBTS Street Light Maintenance Services Agreement 2010

#### 3. BONDS AND INSURANCE

All bid bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the surety or insurance company having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said surety or insurance company shall be duly licensed and qualified to do business in the State of Florida.

#### 4. QUALIFICATIONS

Before a contract will be awarded for the work contemplated herein, the Town may, at its option, conduct such investigation as is necessary to determine the performance record and ability of the bidder to perform the type and magnitude of work specified herein. Upon request, the bidder shall submit such information as deemed necessary by the Town to evaluate the bidder's qualifications.

#### REJECTION OF BIDS

For information concerning the scope of the work, contact Don Prince, Municipal Services Director, Town of Lauderdale By-The-Sea, telephone: (954) 776-0576.

The Town may reject bids for any reason, including without limitation:

- (a). for budgetary reasons, or,
- (b). if the bidder mis-states, conceals, or omits any material fact in the bid, or,
- (c). if the bid does not strictly conform to the law or is non-responsive to the request bid requirements, or,
- (d). if the bid is conditional, or,
- (e). if a change of circumstances occurs making the bid unnecessary to the Town. The Town may also waive any minor informalities or irregularities in any bid.

#### 6. PREPARATION OF BIDS

Bids will be prepared and provided in accordance with the following:

1. Bids must be submitted on the forms furnished. Facsimile and electronic mail bids will not be considered. Other forms will be rejected.

- 2. All information required by the bid form shall be furnished. The bidder shall print or type his/her name and provide the original signature of an individual authorized to bind bidder on the Services Agreement Form.
- Bidder shall thoroughly examine and complete the entire bid.
- 4. All bids shall be submitted in original plus three (3) copies, and in sealed envelopes.
- 5. Bidders are advised that all Town contracts are subject to legal requirements provided for in the Town Code and all other applicable law. The Town is not bound until the appropriate contract is executed by Town and approved by legal counsel of Town.

#### 7. DESCRIPTION OF SUPPLIES

Any manufacturers name, trade name, brand name, or catalog number used in the documents are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE UNLESS SO STATED. Bids will be considered for any brand which meets the quality of the specifications for any item used. All materials supplied by Contractor must be new, first rate quality, and up to the standard customarily used in the industry.

#### 8. SUBMISSION OF BIDS

Bids shall be enclosed in sealed envelopes addressed to the Town Clerk, Town of Lauderdale-By-The-Sea. The name and address of the bidder, the date and hour of the bid opening and the bid title should be placed on the outside of the envelope.

Unless otherwise indicated, all bids received may be awarded on partial or full basis.

#### 9. WITHDRAWAL OF BID

Bids may be withdrawn prior to the time set for bid opening. Such request must be in writing, addressed to the Town Clerk.

#### 10. LATE BIDS OR MODIFICATION

Bids and modifications received after the time set for the bid opening will not be considered. Modifications in writing received prior to the time set for the bid opening will be accepted, provided they are in conformance with all requirements set forth herein.

#### 11. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

Bidders shall comply with all local, state and federal directives, orders and laws as applicable to this bid and any subsequent contract(s) including, but not limited to:

- 1. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246, as applicable.
- 2. Minority Business Enterprises (MBE), as applicable.
- 3. Occupational Safety and Health Act (OSHA), as applicable.

#### 12. INSURANCE REQUIREMENTS

Contractor shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance, including Workers' compensation insurance, employer's liability insurance, and comprehensive liability insurance as indicated below:

General Aggregate	\$1,000,000.00
Products-Comp/Op Agg.	\$1,000,000.00
Personal & Adv. Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Fire Damage (any one fire)	\$50,000.00
Med .Expense (any one person)	\$5,000.00

The policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. Contractor shall specifically protect the Town and the Town of Lauderdale By-The-Sea Commissioners by naming said as additional insured under the Comprehensive Liability Insurance Policy. Contractor shall provide to Town a Certificate of insurance or a copy of all insurance policies required by Town. Town reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that Town shall be given thirty (30) days notice prior to expiration or cancellation of the policy.

#### 13. COLLUSION

The bidder, by affixing his/her signature to his/her/its bid, agrees to the following: "Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

#### 14. VARIANCE IN CONDITIONS

Any and all special conditions and specifications attached hereto as an Exhibit shall govern over the provisions herein. Exhibits attached:

#### 15. APPROPRIATIONS CLAUSE

If performance of the contract or delivery extends beyond the current fiscal year (which ends on September 30) the contract shall be contingent upon the availability of funds appropriated for such purposes in the Town's annual budget for the next succeeding fiscal year.

#### 16. CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS:

If any person contemplating submitting a bid is in doubt as to the meaning or interpretation of the specifications or any provision hereof or the bid documents or any part thereof, he may submit to the Town Clerk on or before five (5) calendar days prior to the scheduled opening, a request for information. All such requests for information shall be made in writing and the person submitting the request will be responsible for prompt delivery. Any interpretations provided, if made, will be made only by addendum duly issued. The Town will attempt to provide a copy of such addendum to each person receiving the Invitation to Bid. The Town will not be responsible for any other explanation or interpretation prior to the award of the contract. Any objection to the specifications and requirements as set forth in the bid must be filed in writing with the Acting Municipal Services Director on or before five (5) calendar days prior to the scheduled opening.

#### 17. DISCOUNTS:

- A. Bidder may offer a cash discount for prompt payment; however, such discount shall not be considered in determining the lowest cost for bid evaluation. Bidders are encouraged to reflect cash discounts in the unit price quoted.
- B. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

#### 18. AWARD OF CONTRACT:

- A. The contract will be awarded to the lowest responsive and responsible bidder whose bid, conforming to the Invitation to Bid, is most advantageous to the Town, prices and other factors considered.
- B. The Town reserves the right to accept and award item by item, and/or by group or in the aggregate, unless the bidder qualifies his bid by specified limitations.

- C. If two or more bids received are for the same total amount or unit price, quality and service being equal, the contract will be awarded to the bidder that maintains an office inside the Town limits. When no bidder maintains an office within the Town, an office maintained within Broward County will be the determining factor. When neither condition exists, bids for identical amounts will be determined by the drawing of lots in public by the Town Clerk.
- D. Prices quoted must be f.o.b. Town with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.

#### 19. TRAVEL AND REIMBURSABLE OUT OF POCKET EXPENSES:

No travel and/or reimbursable expenses shall be allowed unless specifically stated.

#### 20. LOCATION OF CLAIMS

This Invitation to Bid and all actions thereunder shall in all respects be governed by and interpreted and enforced pursuant to the laws of the State of Florida. Any suit arising out of this bid or the resulting contract shall be brought in Broward County, Florida.

#### 21. EXPENSES AND DELAY

The Town shall have no liability to the bidder for any expenses incurred in response to this Invitation to Bid or for any damages to the bidder for delay or interruption of any services performed under any resulting contract. The bidder's sole and exclusive remedy for any such delay, if any, shall be an extension of the time required or allowed to complete the services. In order to obtain an extension of time, the bidder shall request same of the Town in writing within 24 hours of any delay or interruption.

IF A TABULATION OF BID IS DESIRED, PLEASE ENCLOSE A SELF- ADDRESSED STAMPED ENVELOPE WHEN SUBMITTING YOUR BID.

#### SPECIFICATIONS FOR STREET LIGHT MAINTENANCE SERVICES

#### PARTI GENERAL

- 1.1 DESCRIPTION OF WORK: (Scope of work)

  Furnishing the necessary equipment, labor and materials for the performance of the Street Light Maintenance Services Agreement, utilizing unit price contracting as outlined herein:
  - A. Notify the Office of the Municipal Services Director upon arrival prior to the performance of any service work; obtain signatures from appropriate city personnel verifying the amount of time spent on Street Light Maintenance, repairs and services in the various buildings or departments.
  - B. Street Light Maintenance Services authorized and approved as needed, at any hour, on any day, when called between 8:00 a.m. 5:00 p.m., excluding holidays, and as outlined below:
    - 1. Emergency service will be available on Christmas, New Year's Day, July 4<sup>th</sup>, and Easter at any hour at an <u>overtime surcharge</u> above the <u>normal</u> hourly rate for technicians as stated in the bid.
    - 2. Emergency service will be available after hours (when called after 5:00 p.m. and before 8:00 a.m. weekdays) at any hour at the normal hourly rate for technicians as stated in the bid. Only holidays noted above are subject to additional charge.
  - C. Services Provided
    - 1. The Town of Lauderdale-By-The-Sea shall be given preferential service.

      Service calls will be made the same workday that a work order is issued.
    - 2. Bidder must maintain an office in Broward County and provide response time of one hour or less from the time Contractor is notified by the Town in emergencies.

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#### BID FORM STREET LIGHT MAINTENANCE SERVICES

TO: The Town Of Lauderdale-By-The-Sea 4501 Ocean Drive Lauderdale-By-The-Sea, Florida 33308

AMERICAN LIGHTING & SIGNALIZATION, INC.

PROJECT TITLE: STREET LIGHT MAINTENANCE SERVICES 4200 Church Street, Suite 1042

Church Street, Suite 1042 Sanford, FL 32771

VF - 592554039001

BIDDER:

Richard M. Calledare

Bidder's authorized Contact person:

Thoraca W. Canada

Telephone:

(407) 328-3131

#### **BIDDERS DECLARATION AND UNDERSTANDING**

The bidder agrees to furnish necessary equipment, materials, and personnel to perform Street Light Maintenance Services and repairs (emergency and otherwise) for the Town of Lauderdale By-The-Sea (Town) as required. The bidder declares he has used all data which he believes pertinent from the Town and other sources in arriving at his conclusions. The bidder agrees to perform all Street Light Maintenance Services as required on all Town owned or leased properties and equipment, or as directed by the Town.

#### **UNIT PRICE BID**

The bidder shall accept, as full payment for the work proposed herein, the amounts and unit prices listed herein during the term of the contract. The prices quoted are for work performed during regular working hours, weekends and after hours. A holiday surcharge as stated herein is the only occasion for which there is an acceptable overtime surcharge above the rate for services performed. Holiday work may or may not be called for by the Town. All bids must be submitted on the prescribed form enclosed herein.

SERVICES PURSUANT TO THIS CONTRACT WILL BE USED FOR ROUTINE AND EMERGENCY MAINTENANCE AND REPAIRS IN AMOUNTS NOT TO EXCEED \$3,000.00 PER OCCURANCE.

#### STREET LIGHT MAINTEANCE CONTRACT RATES

#### **REGULAR HOURLY RATE**

OLD WITHOUT LET TO THE		
HOURLY RATE FOR SERVICES D	URING REGULAI	R BUSINESS HOURS
	JOURNEYMAN HELPER	\$ 45°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°
HOURLY SURCHARGE FOR SERVI	ICES AFTER RE	GULAR BUSINESS
	JOURNEYMAN	\$
	HELPER	\$
THE HOURLY SURCHARGE FOR S	SERVICES DURI	NG HOLIDAYS AS
OUTLINED IN THE AGREEMENT		
	JOURNEYMAN	<u>\$</u>
	HELPER	\$ <u> </u>
	·	
MARK-UP ON MATERIALS AT COS	51,	
EXCLUDING SALES TAX, SHIPPING & HANDLING	er en	% <u> 20</u>
		-4
HOURS VIDATE FOR THE HEE OF	A ANTHET BUCK	ET \$ 30 per hour

AMERICAN LIGHTING & SIGNALIZATION, INC. 4200 Church Street, Suite 1042 Sanford, FL 32771 VF - 592554039001

#### **EXPERIENCE OF BIDDER**

The bidder states that he is an experienced contractor and has provided similar services within the last 5 years.

$\bigcirc$	<b>A</b>	
J/CASC	See ATTACHED	
		<del></del>
	AMERICAN LIGHTING &	
	SIGNALIZATION, INC.	
	4200 Church Street, Suite 1042	
	Sanford, FL 32771	
	VF - 592554039001	· · · · · · · · · · · · · · · · · · ·
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#### STATEMENT OF NO BID

Note: If you do not intend to submit a bid, please return this form ONLY.

TO: "Street Light Maintenance Services Agreement 2010"
Office of the Town Clerk
Town of Lauderdale By-The-Sea
4501 Ocean Drive
Lauderdale By-The-Sea, FL. 33308

We, the undersigned, have declined to submit a Bid on the above noted invitation to Bid to the following reasons:
Insufficient time to respond to the Invitation To Bid
Do not offer this service
Our schedule will not permit us to perform
Unable to meet specifications
Specifications unclear (Please explain below)
Remove us from the Town of Lauderdale By-The-Sea's, "Bidder's Mailing List"
Other (Please specify below)
REMARKS:
We understand that if a "no bid" statement is not returned, our name may be removed from the list of vendors of the Town of Lauderdale-By-The-Sea.
COMPANY NAME:
SIGNATURE:
DATE: TELEPHONE:

## PART 2 AGREEMENT FORMS

#### STREET LIGHT MAINTENANCE SERVICES AGREEMENT

This	Street Light Maintenance Services Agreement, made and entered into this day
of	Street Light Maintenance Services Agreement, made and entered into this day
	nafter called the "Town" and, hereinafter_called_the
	tractor."
ITIW	NESSETH:
The (	Contractor, in consideration of the sum to be paid to him by the Town, and other good valuable consideration, hereby agrees with the Town as follows:
1.	Contractor, as an independent contractor, at its own cost and expense, shall perform the work as authorized by written Work Order issued by the Town, and shall provide all materials, tools, labor, appliances, machinery and appurtenances necessary to perform the authorized services.
2.	All work shall be performed in a professional manner and form as required by all applicable federal, state, and local rules, regulations, laws, codes, and ordinances, and in accordance with the contract documents (the "Contract Documents") which are fully incorporated herein and made a part of this Contract for all purposes and are as follows:
	Invitation To Bid and response by Contractor; General Conditions; Street Light Maintenance Services Requirements and Agreement; Agreement Forms; Work Orders provided hereunder.
3.	No promise or guarantee is expressed or implied as to the total quantity of services to be procured from Contractor. Furthermore, Town may, at any time, in its sole discretion during the term of this Contract, procure the services of other contractors for any services within the scope of this Contract.
4.	Upon completion of the services authorized by a Work Order, Contractor shall submit written statements identifying the Work Order number, the nature of the work performed including job functions for each Work Order, the number of hours spent on the project, and an itemized statement of all costs and expenses associated therewith.
5.	Town shall make payment to Contractor within thirty (30) days from the date of receipt of a correct and approved written invoice for payment.

and for thirty days thereafter.

6.

Contractor agrees to remedy all defects appearing in the work or developing in the

materials furnished and the workmanship performed under this Contract during any applicable warranty period of materials furnished and during the term of this Contract

7. The Contractor shall indemnify, defend and hold harmless the Town, its officers, and employees from liabilities, damages, losses, and costs; including, but not limited to, attorney's fees at any level, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct or failure to act of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

In the event that any action or proceeding is brought against the Town by reason of such claim or demand, Contractor shall, upon written notice from the Town of Lauderdale-By-The-Sea, resist and defend such action or proceeding by counsel satisfactory to the Town of Lauderdale-By-The-Sea. The indemnification shall obligate Contractor to defend at its own expense to and through appellate, supplemental, or bankruptcy proceeding, or to provide for such defense, at the Town's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the Town, whether performed by Contractor, or persons employed or utilized by Contractor.

The Contractor's obligation herein shall not be limited in any way by the agreed upon Contract price or amounts as shown in this Contract, nor by the Contractor's limit of or lack of sufficient insurance coverage.

The parties understand and agree that the covenants and representations Contract relating to this indemnification provision shall serve the term of this Contract and continue in full force and effect as to the Contractor's responsibility to indemnify.

- 8. This Contract is for a two (2) year term from the date of execution by the parties. One (1) single-year extension on the same terms and conditions, and at the prices provided herein, is available to Town if Town provides written notice to Contractor two (2) months prior to the Contract expiration.
- 9. In the event Contractor shall fail to perform the work as authorized by Town to the satisfaction of Town, or shall fail to perform the work in accordance with the terms and conditions of the Contract Documents, Town shall have the option (but is not required) to terminate this Contract upon written notice of termination to Contractor.
- 10. Contractor may not assign this Contract, and any changes to the terms of this Contract must be contained in a written amendment, executed by the parties hereto.
- 11. This Contract does not create an employee/employer relationship between the parties. It is the intent of the parties that Contractor is an independent contractor under this Contract and not the TOWN's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law.
- Contractor shall provide evidence of insurance to the Town that complies with the insurance laws of the State of Florida, including workers compensation insurance as

required by law, and liability insurance as required in the bid requirements and information, part 1, section 12, page 5.

General Aggregate	\$1,000,000.00
Products-Comp/Op Agg.	\$1,000,000.00
Personal & Adv. Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Fire Damage (any one fire)	\$50,000.00
Med. Expense (any one person)	\$5,000.00

- 13. The Contract Documents as described herein, together with any exhibits, constitute the final and entire agreement between the Contractor and Town and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding this Contract shall be deemed to exist or to bind either party, unless same be in writing. dated subsequent to the date hereto, and duly executed by the party to be charged.
- 14. Should any provision, paragraph, sentence, word, or phrase contained in this document be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, and the remainder shall remain unmodified and in full force and effect.
- 15. The Town and Contractor knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in state and or federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon this Contract and/ arising out of, under, or in connection with the services performed hereunder, or any course of conduct, course of dealing, statements or actions or inactions of any party hereto.
- If either the Town or Contractor is required to enforce the terms of this Contract by 16. court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties have made and executed this Contract on the respective dates under each signature.

Da	ate:	:
Esther Colon, Town Manager		
LBTS Street Light Maintenance Services Agreement 2010		;

#### CONTRACTOR

American Lighting & Signalization		
By: Dugge W. Holman	Date:	April 1, 2010
Gregory W. Holman	Title:	Vice President
Print Name		

AMERICAN LIGHTING & SIGNALIZATION, INC. 4200 Church Street, Suite 1042 Sanford, FL 32771 VF - 592554039001

#### **WORK ORDER**

WORK ORDER	DATE:		
TIME IN:	т	IME OUT:	
COMMENTS:			· · · · · · · · · · · · · · · · · · ·
DON PRINCE. MUNICIPAL SERVIC	CES DIRECTOR	- ! : : :	
LBTS Street Light Maintenance Services Agreem	ent 2010		

#### ANTI-KICKBACK AFFIDAVIT

		AMERICAN LIGHTING &
		SIGNALIZATION, INC.
STATE OF FLORIDA	)	4200 Church Street, Suite 1042
COUNTY OF BROWARD	; SS	Sanford, FL 32771
COUNTY OF BROWNING	,	VF - 592554039001

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Lauderdale-By-The-Sea as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: Jege W Harry W. Holman

Sworn and subscribed before me this

772 day of April, 2010

NOTARY PUBLIC, State of Florida

My Commission Expires: /- a 8-/4

## SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

## THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICE AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted with Bid, Bid or Contract No.
TTB# 10-03-02 for
ITB# 10-03-02 for Street light Maintenance Services
This sworn statement is submitted by American Lighting \$ Signalization Inc.  (name of entity submitting sworn statement)
whose business address is 4200 (Lurch Street - 50, to 1042
Sanford FL 3277/ and (if applicable)
its Federal Employer Identification Number (FEIN) is VF-592554039001
the entity has no FEIN, include the Social Security Number of the individual signing
this sworn statement.)
My name is Richard M. Calledare
my relationship to
I understand that a "public entity crime" as defined in Paragraph 287 133(1)(g)

- Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be Provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
- 5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(I)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- 6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means

LBTS Street Light Maintenance Services Agreement 2010

AMERICAN LIGHTING & SIGNALIZATION, INC. 4200 Church Street, Suite 1042 Sanford, FL 32771 VF - 592554039001

- 1. A Predecessor or successor of a person convicted of a public entity crime: or
- 2. An entity under the control of any natural person who is active in the management of t entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the Preceding 36 months shall be considered an affiliate.
- 7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the Provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 8. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with no convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

There has been a Proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent Proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the

hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of

General Services.) (date) AMERICAN LIGHTING & STATE OF FOUNDA SIGNALIZATION, INC. 4200 Church Street, Suite 1042 COUNTY OF Seminole Sanford, FL 32771 VF - 592554039001 PERSONALLY APPEARED BEFORE ME, the undersigned authority, his/ner who, after first being In the space provided above on this 774 7169014 (N. Wolman (name of Individual signing) <u>,</u> 201<u>0</u>. My commission expires: /-28-/4/

AMERICAN LIGHTING & SIGNALIZATION, INC. 4200 Church Street, Suite 1042 Sanford, FL 32771 VF - 592554039001

## American Lighting and Signalization, Inc. (Established 1985) 10 Year Listing - Roadway Lighting Maintenance / Hurricane Restoration

Job#	Description	Contract #	Start Date	Contract Amount	S/A'S	Inspector	Phone #
1511010	TS - Performance Based Highway Lighting - MDX Miami	TS # 8534	04/01/10	\$500,000.00	\$0.00	Jose Darsin	305-698-7500
1511009	FDOT - Lighting Upgrades- Broward County	E-4L29	04/19/10	\$149,000.00	\$0.00	Ed Wanza	954-776-4300
1511008	FDOT - Highway Lighting Repairs - Polk County	E-1H06-R1	05/21/10	\$46,950.00	\$0.00	Patricia Kirby	863-519-4322
1511007	FDOT - Highway Lighting Repairs - Manatee/Sarasota Co.	E-1104-R0	04/01/10	\$24,250.00	\$0.00	Art Hall	941-359-7300
1511006	FDOT - Bayway Highway Lighting Repairs - Pinellas	E-7F13-R2	07/11/10	\$228,000.00	\$0.00	Todd Croft	727-570-5101
1511005	TS - Highway Lighting Maintenance - SR 429 & SR 417	TS # 7699	12/27/09	\$330,980.00	\$0.00	Hernan Garcia	407-287-2132
1511004	FDOT- I-95 Martin/St. Lucie Co.	E4K90	02/01/10	\$216,000.00	\$0.00	John Spivey	772-465-7396
1511003	FDOT - Florida Turnpike Orange County Highway Lighting Upgrades	E8K13	01/04/10	\$18,000.00	\$0.00	Bernard Mills	407-264-3326
1510928	TS - Highway Lighting Maintenance - I-4 & I- 275 Hillsborough & Pinellas Counties	TS#8446	12/18/09	\$49,092.00	\$0.00	Les Eighmey	813-980-0586
1510927	FDOT - Load Center Reconfigurations - St. Lucie County	DO1735632	01/11/10	\$15,950.00	\$0.00	Hosein Barekat	772-216-5497
1510926	VMS - Performance Based Highway Lighting / Conductor Locate & Mark - Miami MDX	VMS # 8339	09/11/09	\$77,831.50	\$0.00	Jose Darsin	305-698-7500
1510925	VMS - Highway Lighting Maintenance - I-4 & I- 275 Hillsborough & Pinellas Counties	VMS # 8281	09/16/09	\$46,790.00	\$0.00	Les Eighmey	813-980-0586
1510924	FDOT - Roadway Lighting Maintenance - Miami- Dade, Broward, Palm Beach Counties	E-8J38	11/06/09	\$211,994.00	\$27,550.00	David Soto	954-975-4855
1510923	FDOT - TP Lighting Maintenance Sawgrass Expwy	E-8J86	10/12/09	\$174,450.00	\$90,500.00	David Soto	954-975-4855
1510922	FDOT - Pre-Event Hurricane - Miami-Dade County	Z-6034	09/01/09	\$194,880.00	\$0.00	Michelle Guidry	305-470-5404
1510921	FDOT - Pre-Event Hurricane - Miami-Dade County	Z-6037	09/01/09	\$689,440.00	\$0.00	Michelle Guidry	305-470-5404
1510920	VMS - St. Lucie/Martin Co. Highway Lighting Maintenance	VMS # 8232	08/17/09	\$30,000.00	\$0.00	Mike McIntosh	954-978-9558

	VMS - Highway Lighting Maintenance - I-4 & I-				<del></del>		
1510919	275 Hillsborough & Pinellas Counties	VMS # 8187	07/30/09	\$46,790.00	\$0.00	Les Eighmey	813-980-0586
4540040	FDOT - Lighting Maintenance - I-95 Palm Beach						
1510918	County	E-4K55	09/13/09	\$333,000.00	\$0.00	Mike Dawson	561-432-4966
4540047	VMS - Highway Lighting Maintenance - I-4 & I-	1,440,4,0050					1
1510917	275 Hillsborough & Pinellas Counties	VMS # 8053	05/25/09	\$46,790.00	\$0.00	Les Eighmey	813-980-0586
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1510916	FDOT - Lighting Maintenance - St. Johns County	E-2K54-R1	06/25/09	\$25,000.00	\$0.00	Rodney Cooper	904-825-5036
4=4004=	FDOT - Lighting Maintenance - Miami-Dade						
1510915	County	E-8i17-R2	07/05/09	\$249,950.00	\$102,800.00	Garnett Williams	954-975-4855
	VMS - Highway Lighting Maintenance - I-4 & I-		1				
1510914	275 Hillsborough & Pinellas Counties	VMS #8010	05/01/09	\$46,790.00	\$0.00	Les Eighmey	813-980-0586
	FDOT - Highway Lighting Maintenance-				Ψ		0.0 000 0000
1510913	Hillsborough County	E-7F78	05/11/09	\$45,245.00	\$0.00	Gene Giambra	813-744-6038
4540040	FDOT - Bayway Highway Lighting Repairs -						
1510912	Pinellas	E-7F13-R1	07/10/09	\$228,000.00	\$0.00	Todd Croft	727-570-5101
1510011	VMS - Performance Based Highway Lighting -	\					
1510911	Miami MDX	VMS # 7750	04/01/09	\$500,000.00	\$0.00	Jose Darsin	305-698-7500
4540000	VMS - Performance Based Highway Lighting -		ĺ				
1510909	Miami MDX	VMS # 7850	03/01/09	\$47,000.00	\$0.00	Jose Darsin	305-698-7500
4540000	HILLSBOROUGH COUNTY - Traffic Signal &						j
1510908	Roadway Lighting - Hillsborough County	C-0138-08	01/27/09	\$400,000.00	\$0.00	hristopher O'Keef	813-612-7900
1510907	FDOT - Highway Lighting Repairs - Polk County	E-1H06-R0	05/16/09	\$46,950.00	\$25,000.00	Patricia Kirby	863-519-4322
	VMS - Highway Lighting Maintenance - SR						
1510906	429 & SR 417	VMS #7699	12/25/08	\$330,980.00	\$0.00	Hernan Garcia	407-287-2132
		04-4339DC-C /					
1510905	Manatee County - Lighting Maintenance	P6000595	11/30/08	\$350,000.00	\$0.00	Aaron Burkett	941-708-7510
1510904	MDX - System wide Lighting Improvements	ITB-07-06 (SA2)	03/14/09	\$600,000.00	\$0.00	Mike Smith	305-637-3277
	FDOT - Highway Lighting Repairs -						
1510903	Manatee/Sarasota Co.	E-1F96-R2	04/14/09	\$55,000.00	\$0.00	Art Hall	941-359-7300
1510902	Calledare Miscellaneous	Calledare	01/01/09	\$50,000.00	\$0.00	Calledare	407-328-3131
	FDOT - Lighting Maintenance - Miami-Dade,						
1510822	Broward and Palm Beach Counties	DO1184846	10/24/08	\$19,997.00	\$0.00	Steve Wille	561-683-4646
			-				
1481221	Hurricane Work - Houston, TX		09/28/08	\$250,000.00	\$0.00	James Hardiman	904-886-4300
1510000	FDOT - Roadway Lighting Maintenance - Miami-	5 0 100					
1510820	Dade, Broward, Palm Beach Counties	E-8J38	09/16/08	\$184,444.00	\$0.00	David Soto	954-975-4855

1510819	FDOT - Roadway Lighting Maintenance - Lee County	E-1G22-R1	12/24/08	\$42,000.00	\$0.00	Joni Pursell	239-656-7885
	VMS - Highway Lighting Maintenance - Polk						
1510818	County	VMS #7430	07/21/08	\$30,440.00	\$0.00	Larry Carroll	863-439-1929
	FDOT - Florida Turnpike Orange County						
1510815	Highway Lighting Upgrades	E-8J23	09/01/08	\$67,085.00	\$0.00	Bernard Mills	407-264-3326
	FDOT - Lighting Maintenance - Miami-Dade						
1510814	County	E-8i17-R1	07/05/08	\$249,950.00	\$0.00	Garnett Williams	954-975-4855
	VMS - St. Lucie/Martin Co. Highway Lighting						
1510813	Maintenance	VMS #7222	04/28/08	\$30,000.00	\$0.00	Mike McIntosh	954-978-9558
	FDOT - Lighting Maintenance - St. Johns						
1510812	County	E-2K54-R0	06/15/08	\$25,000.00	\$0.00	Rodney Cooper	904-825-5036
4540044	FDOT - TP Lighting Maintenance Sawgrass						
1510811	Expwy	E-8H17-R2	07/14/08	\$239,500.00	\$0.00	David Soto	954-975-4855
1510810	MDX - System wide Lighting Improvements	ITB-07-06	03/14/08	\$600,000.00	\$0.00	Mika Smith	205 627 2277
1310010	FDOT - Highway Lighting Maintenance	110-07-00	03/14/08	\$600,000.00	\$0.00	Mike Smith	305-637-3277
1510000	Glades/Hendry Co.	E4E0E D0	00/04/00	****	40.00		
1510809	FDOT - Bayway Highway Lighting Repairs -	E1F65-R2	08/24/08	\$29,500.00	\$0.00	John Anderson	863-674-4027
1510808	Pinellas	E-7F13-R0	06/01/08	¢220,000,00	£40,000,00	Total Confi	707 570 5404
13 10606	FDOT - Pre-Event Highway Lighting Repairs -	E-7F13-RU	06/01/08	\$228,000.00	\$48,820.00	Todd Croft	727-570-5101
1510807	Various Counties	Z4012	05/04/00	\$3,000,000.00	\$0.00	D = 4 14/	054 777 4050
1310007	VMS - Broward Co. Highway Lighting	24012	05/01/08	\$3,000,000.00	\$0.00	Darryl Wright	954-777-4650
1510806	Maintenance	VMS #7178	04/01/08	\$31,000.00	\$0.00	Mike McIntosh	954-978-9558
1310000	VMS - Pinellas County - Roadway Lighting	VIVIO #1110	04/01/08	\$31,000.00	\$0.00	wike wichtosh	954-978-9558
	Maintenance						
1510805	I-175, I-275, I-375	VMS # 7128	04/01/08	\$234,215.00	60.00	Las Fishman	042 000 0500
1010000	VMS - Pinellas County - Roadway Lighting	VIVIO # 1 120	04/01/08	\$234,215.00	\$0.00	Les Eighmey	813-980-0586
	Maintenance						
1510804	I-175, I-275, I-375	VMS # 7132	03/01/08	\$49,880.00	\$0.00	Les Eighmey	813-980-0586
1010004	FDOT - Highway Lighting Repairs - Polk	VIVIO # 7 132	03/01/00	\$49,000.00	\$0.00	Les Eignmey	013-900-0300
1510803	County	E-1F50-R2	05/15/08	\$88,000.00	\$0.00	Mike Yencso	962 510 4242
101000		L-11 30-112	03/13/00	\$66,000.00	\$0.00	Wilke Telicso	863-519-4313
1510802	Calledare Miscellaneous Lighting	Calledare	01/21/08	\$50,000.00	\$0.00	Calledare	407 220 2121
1010002	VMS - Turnpike Orlando - SR 417 Wire Theft	Calledare	01/21/00	\$50,000.00	\$0.00	Calledate	407-328-3131
1510735	Replacement	VMS # 6977	12/15/07	\$12,910.00	\$0.00	Hernan Garcia	407 207 2422
1010700	FDOT - Highway Lighting Repairs -	VIVIO # 0311	12/13/07	\$12,910.00	\$0.00	neman Garcia	407-287-2132
1510734	Manatee/Sarasota Co.	E-1F96-R1	04/13/07	\$55,000.00	\$0.00	Art Hall	044 250 7200
1010104	VMS - Turnpike Orlando Highway Lighting	L-11 30-1(1	04/13/07	\$33,000.00	\$0.00	AILHall	941-359-7300
1510733	Maintenance	VMS #6953	12/15/07	\$342,980.00	\$0.00	Hernan Garcia	407-287-2132
,0,0,00	Greater Orlando Aviation Authority - Sign /	VIVIO #0800	12/10/07	Ψυπε,σου.υυ	φυ.υυ	i ieman Garda	+01-201-2132
1510732	Bridge Lighting Maintenance	28-07	12/01/07	\$464,700.00	\$0.00	Patricia Dabis	407-825-2150
		2007	12/01/01	<u>μποπ, εσσ.σο</u>	ψυ.υυ	T atticia Dabis	1 407-020-2100
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1510731	FDOT- I-95 Martin/St. Lucie Co Lighting Maintenance.	E-4J51	12/19/07	\$204,000.00	\$0.00	Marilyn Mason	772-465-7396
1510730	Manatee County - Lighting Maintenance	04-4339DC-C	10/01/07	\$120,000.00	\$0.00	Aaron Burkett	941-708-7510
1510729	VMS - High Voltage Cable Replacement	VMS High Voltage	10/01/07	\$50,000.00	\$0.00	Les Eighmey	813-980-0586
1510728	City of Longwood Lighting Maintenance	PO #011275	10/01/07	\$25,000.00	\$0.00	Val Hockenberry	407-263-2382
1510727	VMS - Pinellas County - Roadway Lighting Maintenance I-175, I-275, I-375	VMS #6870	10/01/07	\$49,880.00	\$0.00	Les Eighmey	813-980-0586
1510726	City of Apopka	PO #71451	10/01/07	\$5,000.00	\$0.00	Dennis Carter	407-703-1731
1510725	VMS - Pinellas County - Roadway Lighting Maintenance I-175, I-275, I-375	VMS #6793	10/01/07	\$45,630.00	\$0.00	Les Eighmey	813-980-0586
1510724	FDOT - Roadway Lighting Maintenance - Lee County	E-1G22-R0	09/20/07	\$42,000.00	\$0.00	Joni Pursell	239-656-7885
1510723	FDOT - Roadway Lighting Maintenance - Miami-Dade, Broward, Palm Beach Counties	E-8G41-R2	08/15/07	\$142,200.00	\$31,950.00	David Soto	954-975-4855
1510722	VMS - Polk County - Roadway Lighting Maintenance	VMS #6590	07/15/07	\$48,730.00	\$0.00	Les Eighmey	813-980-0586
1510721	VMS - Pinellas County - Roadway Lighting Maintenance I-175, I-275, I-375	VMS #6558	07/01/07	\$48,730.00	\$0.00	Les Eighmey	813-980-0586
1510720	VMS - Highway Lighting Maintenance, 417 Wire	#6492	06/15/07	\$19,800.00	\$0.00	Hernan Garcia	407-287-2132
1510719	FDOT - TP Lighting Maintenance Sawgrass Expwy	E-8H17	07/01/07	\$239,500.00	\$0.00	David Soto	954-975-4855
1510718	FDOT - Lighting Maintenance - I-95 Palm Beach County	E-4i99	07/01/07	\$444,000.00	\$110,100.00	Susan Kennedy	561-432-4966
1510717	FDOT - Lighting Maintenance - Miami-Dade County	E-8i17	7/1/007	\$249,950.00	\$60,000.00	Garnett Williams	954-975-4855
1510716	FDOT - Lighting Maintenance - Palm Beach County	E-4J21	06/01/07	\$91,600.00	\$0.00	Susan Kennedy	561-432-4966
1510715	FDOT - Lighting Maintenance - Pinellas County	E-7C63-R2	07/11/07	\$230,000.00	\$0.00	Todd Croft	727-570-5101
151071 <u>4</u>	FDOT - Highway Lighting Maintenance Glades/Hendry Co. FDOT - Hurricane Repairs Lighting - Palm	E1F65-R1	08/15/07	\$29,500.00	\$0.00	John Anderson	863-674-4027
1510713	Beach / Martin / Indian River	T4163	04/15/07	\$275,000.00	\$245,480.00	Scott Ryder	954-4107341
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1510712	FDOT - Highway Lighting Maintenance -	E 4550 D4	04/04/07	£74 £00 00	\$40,500,00	Miles Venne	000 540 4040
1510/12	Bartow FDOT-Hurricane Repairs Lighting - Broward	E-1F50-R1	04/01/07	\$71,500.00	\$16,500.00	Mike Yencso	863-519-4313
1510711	County	T4168	03/15/07	\$1,800,000.00	\$2,713,024.98	John Corcoran	954-914-5577
1510710	MDX - System wide Lighting Improvements	ITB-07-006	03/15/07	\$600,000.00	\$0.00	Mike Smith	305-694-3355
1510709	FDOT - Highway Lighting Repairs - Manatee/Sarasota Co.	E-1F96-R0	03/01/07	\$55,000.00	\$3,440.00	Art Hall	941-359-7300
1510708	MDX - Hurricane Repairs, Lighting	ITB-07-02	03/15/07	\$289,750.00	\$0.00	Mike Smith	305-694-3355
	FDOT - Highway Lighting Repairs -						
1510707	Pinellas/Pasco Co. VMS - St. Lucie/Martin Co. Highway Lighting	E-7E15	03/01/07	\$99,900.00	\$0.00	Robert Liddle	727-725-7950
1510706	Maintenance VMS - Broward Co. Highway Lighting	#6236	02/01/07	\$21,000.00	\$0.00	Mike McIntosh	954-978-9558
1510705	Maintenance	#6232	02/01/07	\$31,000.00	\$0.00	Mike McIntosh	954-978-9558
1510704	Calledare Misc Lighting Maintenance	Calledare Misc.	01/01/07	\$50,000.00	\$0.00	Richard Calledare	407-947-4766
1510703	VMS - Turnpike Orlando Highway Lighting Maintenance	#5817	01/15/07	\$342,981.00	\$0.00	Hernan Garcia	407-287-2132
1510702	OOCEA SR 417 Roadway Lighting Improvements	417-112	02/01/07	\$283,995.00	\$0.00	Mike Schanbachei	407-273-1099
1510645	FDOT- I-95 Martin/St. Lucie Co Lighting Maintenance	E-4i83	12/18/06	\$110,000.00	\$0.00	Marilyn Mason	772-465-7396
1510644	VMS - Light Pole Repair SR 429	VMS # 6146	11/13/06	\$3,500.00	\$0.00	Hernan Garcia	407-656-1006
1510643	VMS - Pinellas County - Roadway Lighting Maintenance	VMS # 6123	10/10/06	\$49,530.00	\$0.00	Les Eighmey	813-980-0586
1510642	Reedy Creek Improvement District - Western	C000136	10/13/06	\$106,500.00		Lee Pulham	
1510641	Way Signs VMS - Performance Based Highway Lighting - Miami MDX	VMS # 6084	10/13/06	\$375,600.00	\$3,605.00 \$0.00	Jose Darsin	407-828-1660 305-698-7500
	VMS - Pinellas County - Roadway Lighting						
1510640	Maintenance	VMS # 6031	09/21/06	\$49,356.00	\$0.00	Les Eighmey	813-980-0586
1510639	VMS - Wilma Bridge Lighting Repairs	VMS #5990	10/09/06	\$72,932.00	\$0.00	Jose Darsin	305-698-7500
1510638	City of Longwood	PO #011275	09/18/06	\$25,000.00	\$0.00	Val Hockenberry	407-263-2382
1510637	FDOT - I-95 Broward - Highway Lighting Maintenance	E-4i18-R1	10/01/06	\$140,750.00	\$72,250.00	Ed Wanza	954-776-4300
1510636	FDOT - Highway Lighting - I-95 Broward Pole Replacement	E-4i48	10/01/06	\$127,000.00	\$0.00	Ed Wanza	954-776-4300
1510635	FDOT - Hurricane Ernesto Repairs	H4259	08/28/06	\$5,250.00	\$0.00	ourtney Drummor	954-777-4220
	and the second s						

1510634	Calledare Misc.	Calledare Misc.	08/21/06	\$50,000.00	\$0.00	Richard Calledare	407-947-4766
1510633	FDOT - Roadway Lighting Maintenance- Hendry and Glades Counties	E-1F65-R0	08/15/06	\$29,500.00	\$0.00	John Anderson	863-674-4027
1510632	OOCEA Sign Light Replacement	000331	09/01/06	\$39,600.00	\$0.00	Steve Geiss	407-422-7487
1510631	VMS - Pinelias County - Roadway Lighting Maintenance	5836	08/10/06	\$49,181.00	\$0.00	Les Eighmey	813-980-0586
1510630	FDOT - Martin/St. Lucie Co.	E-4H70-R1	08/01/06	\$49,999.99	\$0.00	Marilyn Mason	772-465-7396
1510629	FDOT - Roadway Lighting Maintenance - Miami-Dade, Broward, Palm Beach Counties	E-4G48-R1	08/15/06	\$142,200.00	\$0.00	David Soto	954-975-4855
1510628	City of Palmetto - Roadway Lighting Maintenance	Palmetto	07/01/06	\$25,000.00	\$0.00	Brad Martin	941-723-4580
1510627	FDOT - Highway Lighting Maintenance	E-8H17	07/01/06	\$239,500.00	\$0.00	David Soto	954-975-4855
1510626	FDOT - Sign Removal/Apopka	E-5J49	06/12/06	\$22,000.00	\$0.00	Ron Meade	386-740-3400
1510625	FDOT - Highway Lighting Maintenance - Charlotte Co.	E-1E29-R2	08/09/06	\$27,000.00	\$0.00	Jen Eversole	239-656-7824
1510624	FDOT - Highway Lighting Maintenance - Lee Co."	E-1E28-R2	08/09/06	\$37,500.00	\$0.00	Jen Eversole	239-656-7824
1510623	FDOT - Highway Lighting Maintenance - Bartow	E-1F50-R0	05/05/06	\$71,500.00	\$0.00	David Barthle	863-519-4315
1510622	VMS - Hurricane Wilma Sign Repairs	VMS - Signs	11/08/05	\$29,300.00	\$0.00	Jose Darsin	305-698-7500
1510621	Walt Disney World	PO# 4500837679	06/01/06	\$21,284.00	\$0.00	Art Merrill	407-827-4004
1510620	Maintenance	5574	04/01/05	\$49,537.00	\$0.00	Les Eighmey	813-980-0586
1510619	FDOT - Lighting Maintenance - Pinellas County	E-7C63-R1	07/11/06	\$230,000.00	\$0.00	Todd Croft	727-570-5101
1510618	DOT - Lighting Maintenance - Broward Co. I-9	E4i18-R0	04/24/06	\$128,500.00	\$12,250.00	Ed Wanza	954-776-4300
1510617	DOT - Roadway Lighting Maintenance - Leesbu	FDOT LEESBURG	03/01/06	\$20,000.00	\$0.00	Ed Peterson	352-315-3100
1510616	T - Roadway Lighting Maintenance - Orlando to	E-5J41-R0	04/01/06	\$2,073,000.00	\$27,042.96	Fonz Tumlinson	407-858-5900
1510615	FDOT-SR81 Homestead Ext. TP	E-8F09-C	04/12/06	\$224,372.00	\$371,000.00	Garnett Williams	954-975-4855
1510614	FDOT-Emergency Lighting Restoration	H-8193	01/30/06	\$450,000.00	\$0.00	David Soto	954-975-4855
1510613	FDOT-Sarasota	E-1F30-R0	02/01/06	\$39,350.00	\$0.00	Arthur Hall	941-359-7300

1510612	FDOT-St. Augustine I-95	E-2i82	01/29/06	\$25,000.00	\$0.00	Dodnov O	004 005 505
1510611	Manatee County	04-4339DC - B	12/06/05		\$0.00	Rodney Cooper	904-825-5036
1510610	Expressway Authority 408/417 - LIGHTING	05-173-B		\$107,500.00	\$0.00	Aaron Burkett	941-708-7510
	ola Parkway Overhead Cantilever Sign Replace		02/01/06	\$231,500.00	\$0.00	Steve Geiss	407-422-7487
			01/09/06	\$19,760.00	\$0.00	Michael Hussey	407-962-1327
1510608	DT-TP - PB/Broward/Miami-Dade, Hurricane Wi	H8186	11/04/05	\$800,000.00	\$0.00	David Soto	954-975-4855
1510607	FDOT - Broward Co./Hurricane Wilma	H4200	11/04/05	\$325,000.00	\$0.00	Darryl Wright	561-432-4966
1510606	Walt Disney World	Disney Signs	09/09/05	\$5,000.00	\$0.00	Art Merrill	407-827-4237
1510605	FDOT - Roadway Lighting Maintenance	H8158	08/26/05	\$32,600.00	\$0.00	Garnett Williams	954-975-4855
1510603	T - Lighting Maintenance - I-95 Palm Beach Co	E-4G48-R2	11/01/05	\$199,999.99	\$100,000.00	Chuck Balius	561-432-4966
1510602	City of Apopka	Apopka	09/06/05	\$5,000.00	\$0.00	Patti Haney	407-703-1731
1400004	- Storm Work - Hurricane Katrina - Miami/Dade	Co.	09/09/05	\$250,000.00	\$0.00	Christina Lopez	954-975-4855
1510526	OT - Lighting Maintenance - Hendry & Glades (	E-1D75-R2	08/25/05	\$36,000.00	\$0.00	John Anderson	863-674-4027
1510525	Osceola Parkway Sign Replacement	05-504-LC	08/23/05	\$106,000.00	\$0.00	Michael Hussey	407-962-1327
1510524	OT - Highway Lighting Maintenance - Charlotte	E-1E29-R1	08/09/05	\$27,000.00	\$0.00	Jen Eversole	239-656-7824
1510523	DOT - Highway Lighting Maintenance - Lee Co	E-1E28-R1	08/09/05	\$37,500.00	\$0.00	Jen Eversole	239-656-7824
1510522	FDOT - Roadway Lighting Maintenance - Miami-Dade, Broward, Palm Beach Counties	E-8G41	08/15/05	\$142,200.00	\$0.00	David Soto	954-975-4855
1510521	Calledare Misc.	Calledare Misc.	08/01/05	\$50,000.00	\$0.00	Richard Calledare	407-678-7788
1510520	City of Longwood	N/A	08/08/05	\$25,000.00	\$0.00	Val Hockenberry	407-260-3483
1510519	VMS - MDX	4921	08/01/05	\$465,000.00	\$0.00	Jose Darsin	305-698-7500
1510518	FDOT - Light Pole Replacement Ft. Myers	E-1E94	08/15/05	\$361,000.00	\$0.00	Tommy Hobbs	239-656-7870
1510517	FDOT - Decorative Lighting	E-4H74	08/01/05	\$83,000.00	\$0.00	Ron Capabianco	
1510516	A - SR 408 - Signing and Delineator Maintenar	05-176	06/01/05	\$269,990.00	\$0.00	Steve Geiss	407-422-7487
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1510515	FDOT - Hurricane Dennis - Polk Co.	E-1135	07/08/05	\$11,000.00	\$0.00	Roxann Lake	863-519-2680
1510514	FDOT - Martin/St. Lucie Co.	E-4H70-RO	07/01/05	\$49,999.99	\$0.00	Marilyn Mason	772-465-7396
1510513	T - Pinellas County - Highway Lighting Mainten VMS - Pinellas County - Roadway Lighting	E-7C63-R0	06/01/05	\$230,000.00	\$0.00	Todd Croft	727-570-5101
1510512	Maintenance	4643	04/01/05	\$49,537.00	\$0.00	Les Eighmey	813-980-0586
1510511	DOT Turnpike - Ft. Pierce Signing Replacemen	E-8G02	06/01/05	\$181,750.00	\$0.00	Sam Sadarangani	561-683-4646 X2570
1510510	SR 429-C	VMS-429-C	05/08/05	\$49,995.00	\$0.00	Johnny Villarose	407-814-2122
1510509	FDOT-TP-Sawgrass Expressway	E-8E18-C	05/08/05	\$145,000.00	\$20,000.00	David Soto	954-975-4855
1510508	FDOT- Orl to Jacksonville I-4 to I-95	E-5G41-C	03/31/05	\$285,000.00	\$0.00	Fonz Tumlinson	407-858-5900
1510507	FDOT-SR81 Homestead Ext. TP	E-8F09-B	03/15/05	\$224,372.00	\$0.00	Garnett Williams	305-827-2746
1510506	VMS- Port Orange I-95	VMS	04/20/05	\$50,000.00	\$0.00	Mark Groklos	386-760-1800
1510505	FDOT-Jacksonville Maintenance	E-2147	01/20/05	\$111,900.00	\$0.00	John Drayton	904-360-5269
1510504	FDOT- Mathews Bridge	E-2146	01/20/05	\$70,000.00	\$25,460.00	John Drayton	904-360-5269
1510503	FDOT-Sarasota	E-1D46-C	02/03/05	\$45,000.00	\$0.00	Joe Nugent	941-359-7300
1510502	Expressway Authority 408/417 - LIGHTING	05-173	02/01/05	\$231,500.00	\$0.00	Steve Geiss	407-422-7487
1510501	Palm Beach County	Palm Beach Count	12/23/04	\$95,000.00	\$0.00	Amy Harris	561-684-4030
1510433	Manatee County	04-4339DC	12/06/04	\$107,500.00	\$0.00	Aaron Burkett	941-708-7510
1510432	FDOT-St. Augustine I-95	E-2F01-C	01/29/05	\$12,650.50	\$0.00	Don Kempkes	904-825-5036
1510431	FDOT-Tampa Storm Work	H-7073	11/08/04	\$190,000.00	\$0.00	Gene Giambra	813-744-6038
1510430	City of Palm Bay	Palm Bay	10/30/04	\$48,862.50	\$0.00	Pete marx	321-952-3424
1510429	FDOT- Orlando Highmast	H-5090	09/03/04	\$15,000.00	\$0.00	Fonz Tumlinson	407-858-5900
1510428	FDOT- St. Augustine	H-0205	09/03/04	\$3,200.00	\$0.00	LIZBETH YATES	
1510427	FDOT- Storm Work Orl. Yard	H-5027	08/19/04	\$15,000.00	\$0.00	EE HUTCHISON-S	407-858-5900
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1510426	FDOT-Palm Beach I-95 & Primary	E-4G48-R1	11/15/04	\$199,999.99	\$0.00	JOHN LABARR	561-432-4966
1510425	Florida Power- Storm Work	FPL	08/18/04	\$150,000.00	\$0.00	ROBERT CONKLIN	561-691-2134
1510424	FDOT-Bartow	E-1D28-R2	11/04/04	\$55,500.00	\$18,000.00	DAVID BARTHLE	863-519-4300
1510423	Delray Beach	Harddrives Pavi	07/21/04	\$25,000.00	\$0.00	CHRIS BROWN	561-278-0456
1510422	FDOT-Charlotte County	E-1E29-RO	08/01/04	\$27,000.00	\$0.00	JEN EVERSOLE	239-656-7824
1510421	FDOT-Lee County	E-1E28-RO	08/01/04	\$37,500.00	\$0.00	JEN EVERSOLE	239-656-7824
1510420	FDOT- SUNCOAST PKWY/LED	DO26510	07/15/04	\$13,940.00	\$0.00	FRED REYNOLDS	954-975-4855
1510419	FDOT-Glades&Henry Counties	E-1D75-B	08/25/04	\$36,000.00	\$0.00	JOHN ANDERSON	863-674-4027
1510418	Expressway Authority 408/417 - SIGNS	04-171	05/26/04	\$235,500.00	\$50,000.00	Steve Geiss	407-422-7487
1510417	FDOT-Tampa	E-7B24-B	06/11/04	\$335,000.00	\$0.00	GENE GIAMBRA	813-744-6038
1510416	Boyton Service Plaza	E-8F31	05/24/04	\$41,400.00	\$0.00	DAVID SOTO	954-975-4855
1510415	Calledare Misc	Calledare Misc	04/01/04	\$50,000.00	\$0.00	CHARD CALLEDA	407-678-7788
1510414	VMS Port Orange-I-95	VMS	03/29/04	\$50,000.00	\$0.00	MARK GROKLOS	386-760-1800
1510413	City of Palmetto	Palmetto	04/01/04	\$25,000.00	\$0.00	BRAD MARTIN	941-723-4580
1510412	FDOT-TP-Sawgrass Expressway	E-8E18-B	05/08/04	\$145,000.00	\$0.00	DAVID SOTO	954-975-4855
1510411	FDOT-Orl to Jacksonville I-4 to I-95	E-5G41-B	05/01/04	\$285,000.00	\$0.00	ONZ TUMLINSON	407-858-5900
1510410	FDOT- SR81 Homestead Extension TP	E-8F09	03/15/04	\$224,372.00	\$0.00	ARNETT WILLIAM	305-827-2746
1510409	FDOT-Martin/ St. Lucie-195/1595	E-4D07-C	03/27/04	\$111,550.00	\$0.00	JIM HAUKE	772-465-7396
1510408	FDOT-TP Broward/ Palm Beach	E-8D42-C	06/12/04	\$225,000.00	\$40,100.00	DAVID SOTO	954-975-4855
1510407	FDOT-Sarasota	E-1D46-B	02/03/04	\$45,000.00	\$0.00	JOE NUGENT	941-359-7300
1510406	FDOT-BROWARD I-95	E-4C85-C	02/11/04	\$53,000.00	\$0.00	ED WANZA	954-776-4300
1510405	SR 429-B	VMS 429-B	12/16/03	\$49,995.00	\$0.00	DHNNY VILLAROS	

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1510404	VMS-MDX-112,836,874,878	VMS/MDX-K-D	12/02/03	\$629,000.00	\$0.00	JOSE DARSIN	305-698-7500
1510403	FDOT- St. Augustine 1-95	E-2F01-B	01/29/04	\$12,650.50	\$0.00	DON KEMPKES	904-825-5036
1510402	EXPRESSWAY AUTHORITY-SR408/417	01-149-C	02/01/04	\$233,000.00	\$0.00	JIM PANCOAST	407-422-7487

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1510347	FDOT-Palm Bch I-95 & Primary	E-4G48-RO	11/01/03	\$199,999.99	\$0.00	JOHN LABARR	561-432-4966
1510346	FDOT- Bartow	E-1D28-B	11/04/03	\$55,500.00	\$0.00	PAT MORGAN	863-519-4300
1510345	FDOT Gainesville	E-2E48-C	10/26/03	\$40,500.00	\$0.00	MICHAEL MARTIN	352-381-4300
1510344	TP- Pompano	Pompano Plaza	08/15/03	\$23,750.00	\$0.00	STEVE WILLIE	954-346-2835
1510343	FDOT- LEESBURG	FDOT LEESBURG	08/10/03	\$20,000.00	\$0.00	DON GRINSTEAD	352-315-3100
1510342	City Of Longwood	ITYOFLONGWOO	08/08/03	\$25,000.00	\$0.00	AL HOCKENBERF	407-263-2382
1510341	Lake Clarke Shores	Lake Clarke	08/19/03	\$5,000.00	\$0.00	JANE MURRAY	561-964-1515
1510340	FDOT- Ft. Lauderdale (Maintenance)	E-4C83-C	09/12/03	\$194,000.00	\$86,850.00	ED WANZA	954-776-4300
1510339	CITY OF FLAGLER BEACH	CITY OF FLAGLER	08/01/03	\$5,000.00	\$0.00	CHUCK CURRAN	386-517-2038
1510338	FDOT- JACKSONVILLE	E-2G41	05/28/03	\$727,700.00	\$0.00	JUNE TIMPTIMAN	904-360-5200
1510337	FDOT-Charlotte & Lee Counties	E-1D76	06/03/03	\$41,000.00	\$15,000.00	JEN EVERSOLE	239-656-7824
1510336	FDOT-Glades & Henry Counties	E-1D75	06/03/03	\$36,000.00	\$0.00	JOHN ANDERSON	863-674-4027
1510335	FDOT- TAMPA	E-7B24	06/11/03	\$335,000.00	\$0.00	GENE GIAMBRA	813-744-6038
1510334	FDOT-TP- SAWGRASS EXPRESSWAY	E-8E18	04/14/03	\$131,000.00	\$0.00	DAVID SOTO	954-975-4855
1510333	FDOT-TP Broward/ Palm Beach	E-8D42-B	06/12/03	\$225,000.00	\$92,700.00	DAVID SOTO	954-975-4855
1510332	MANATEE COUNTY	01-2641DC	03/17/03	\$1,075.00	\$0.00	ALLAN BENTLEY	941-708-7510
1510331	City of Casselberry	Casselberry	03/17/03	\$5,000.00	\$0.00	LINDA MOORE	407-262-7720
1510330	FDOT- TURNPIKE	E-8E25	01/19/03	\$60,000.00	\$0.00	DARRELL GUY	407-532-3999
1510329	FDOT- TURNPIKE FT. PIERCE	E-8C53-C	01/19/03	\$53,400.00	\$0.00	SCOTT COCCOL	772-683-4646
1510328	FDOT-MARTIN/ ST LUCIE-I-95/I-595	E-4D07-B	01/19/03	\$97,000.00	\$14,550.00	JIM HAUKE	772-465-7396
1510327	EXPRESSWAY AUTHORITY- SR 408/417	01-149-B	01/19/03	\$233,000.00	\$0.00	Steve Geiss	407-422-7487
1510326	FDOT-Orl to Jacksonville-I-4 to I-95	E-5G41	01/19/03	\$285,000.00	\$0.00	ONZ TUMLINSOI	

1510325	FDOT-BROWARD-I-95/ Pole Replacement	E-4C85-B	02/11/03	\$53,000.00	\$0.00	ED WANZA	954-776-4300
1510324	FDOT- Sarasota	E-1D46	01/30/03	\$45,000.00	\$0.00	JOE NUGENT	941-359-7300
1510323	FDOT-LEESBURG	LEESBURG	08/08/03	\$20,000.00	\$0.00	DON GRINSTEAD	352-315-3100
1510322	FDOT-St. Augustine	E-2F01	01/01/03	\$12,650.00	\$0.00	DON KEMPKES	904-825-5036
1510303	FDOT-TP-S.R. 417-Seminole Expressway	E-8C27-C	08/30/02	\$61,000.00	\$0.00	LADDIE KEMP	407-532-3999
1510221	FDOT- Gainsville	E-2E48-B	11/01/02	\$40,500.00		MICHAEL MARTIN	352-381-4300
1510220	FDOT- Bartow	E-1D28	11/01/02	\$55,500.00	\$0.00	DAVID MILLS	863-519-4300
1510219	Calledare Misc		09/16/02	\$930.00	RI	CHARD CALLEDA	407-678-7788
1510218	FDOT- Ft. Lauderdale ( Maintenance)	E-4C83-B	09/12/02	\$134,000.00	\$60,000.00	ED WANZA	954-776-4300
1510217	VMS-MDX	VMS	07/15/02	\$5,000.00	\$0.00	JOSE DARSIN	305-698-7500
1510216	VMS SR192	VMS	07/01/02	\$25,000.00	\$0.00	DHNNY VILLAROS	
1510215	VMS 429	VMS	08/01/02	\$25,000.00	\$0.00	FRANK DOLLISON	407-814-2122
1510214	VMS I-95 Port Orange	VMS	07/15/02	\$50,000.00	\$0.00	MARK GROKLOS	386-760-1800
1510213	City of Palmetto	City of Palmetto	07/10/02	\$13,650.00	\$0.00	BRAD MARTIN	941-723-4580
1510212	I-275/I-75	Jorgenson	07/10/02	\$107,000.00	\$0.00	SUSAN KELLEY	941-378-5255
1510211	FDOT-JACKSONVILLE	E-2F41	06/20/02	\$655,362.00	\$50,010.00	JUNE TIMPTIMAN	904-360-5200
1510210	FDOT TP - Broward / Palm Beach	E-8D42	06/01/02	\$225,000.00	\$0.00	DAVID SOTO	954-975-4855
1510208	FDOT-TP FT. PIERCE	E-8C53-B	04/25/02	\$53,400.00	\$0.00	SCOTT COCCOL	772-683-4646
1510207	FDOT TAMPA	E-7899-C	04/03/02	\$630,000.00	\$0.00	GENE GIAMBRA	813-744-6038
1510206	FDOT- MARTIN ST LUCIE- I-95/I-595	E-4D07	03/27/02	\$97,000.00	\$0.00	JIM DECARO	561-465-7396
1510205	FDOT TP - SAWGRASS EXPRESSWAY	E-8B70-C	04/14/02	\$131,000.00	\$0.00	DAVID SOTO	954-975-4855
1510204	FDOT-TP POLK COUNTY EXPRESSWAY	E-8B71-C	03/01/02	\$98,000.00	\$0.00	DOUG ALBEE	863-413-2024

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1510203	OT- ORLANDO TO JACKSONVILLE- 1-4 TO I	E-5D14-C	01/19/02	\$485,000.00	\$0.00	ONZ TUMLINSON	407-858-5900
1510202	EXPRESSWAY AUTHORITY- SR 408/417	01-149	01/15/02	\$162,500.00	\$0.00	Steve Geiss	407-422-7487
1510148	FDOT- ST. AUGUSTINE	E-2C31-C	12/20/01	\$26,500.00	\$0.00	DON KEMPKES	904-825-5036
1510147	FDOT- BROWARD- I-95/ Pole Replacement	E-4C85	12/17/01	\$53,000.00	\$0.00	ED WANZA	954-776-4300
1510146	VMS Western Beltway - Orlando	031E00001	11/15/01	\$8,000.00	\$0.00	FRANK DOLLISON	407-814-2122
1510145	FDOT- BROWARD- I-95 / Maintenance	E-4C83	11/01/01	\$134,000.00	\$0.00	ED WANZA	954-776-4300
1510144	FDOT-TP CANOE CREEK TO WILDWOOD	E-8B34-C	10/01/01	\$120,000.00	\$0.00	DARRELL GUY	407-532-3999
1510143	FDOT I-75 GAINESVILLE	E-2E48	11/01/01	\$40,500.00	\$0.00	MICHAEL MARTIN	352-381-4300
1510142	CITY OF LONGWOOD	ITYOFLONGWOO	08/29/01	\$20,000.00	\$0.00	AL HOCKENBERF	
1510141	CITY OF TAMPA	71032901	09/01/01	\$44,750.00	\$0.00	BILL HALL	813-622-1966
1510140	DOT-TP- S.R. 417 - SEMINOLE EXPRESSWA	E-8C27-B	08/31/01	\$61,000.00	\$0.00	DARRELL GUY	407-532-3999
1510139	FDOT- SARASOTA/MANATEE- 1-75	E-1C40	10/15/01	\$175,000.00	\$43,000.00	JOE NUGENT	941-359-7300
1510138	FDOT I-4,ORLANDO TO TAMPA	E-1A86-C	08/10/01	\$60,000.00	\$0.00	DAVID MILLS	863-519-4300
1510137	FDOT-JAX PRIMARY DUVAL COUNTY	E-2E20	06/22/01	\$350,000.00	\$0.00	CYNTHIA PERRY	904-360-5433
1510136	I-JAX DUVAL & NASSUA COUNTIES INTERS	E-2E19	06/22/01	\$492,000.00	\$0.00	CYNTHIA PERRY	
1510135	FDOT TAMPA	E-7899-B	04/03/01	\$630,000.00	\$0.00	GENE GIAMBRA	813-744-6038
1510134	FDOT-TP BROWARD / PALM BCH	E-8A99-C	04/13/01	\$215,000.00	\$0.00	TOM GOELZ	727-857-9933
1510131	FDOT TP VETERANS EXPRESSWAY	E-8C52	03/15/01	\$137,000.00	\$74,010.50	TOM GOELZ	727-857-9933
1510130	FDOT-TP POLK COUNTY EXPRESSWAY	E-8B71-B	02/01/01	\$98,000.00	\$0.00	DOUG ALBEE	863-413-2024
1510029	OT- ORLANDO TO JACKSONVILLE- I-4 TO I	E-5D14-B	01/19/01	\$485,000.00	\$0.00	FONZ TUMLINSON	
1510028	FDOT- ST. AUGUSTINE	E-2C31-B	12/01/00	\$26,500.00	\$0.00	DON KEMPKES	904-825-5036
1510027	FDOT-Gainesville I-75 CEM	E-2B30-B	10/30/00	\$92,500.00	\$0.00	RUCE STRICTLAN	

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1510026	FDOT- MARTIN ST LUCIE- I-95/I-595	E-4A95-C	11/19/00	\$93,000.00	\$0.00	JIM DECARO	561-465-7396
1510025	FDOT- BROWARD- I-95	E-4A96-C	10/21/00	\$214,999.50	\$0.00	ED WANZA	954-776-4300
1510024	FDOT-TP CANOE CREEK TO WILDWOOD	E-8B34-B	09/30/00	\$120,000.00	\$0.00	DARRELL GUY	407-532-3999
1510023	VMS Western Beltway - Orlando	031E00001	09/01/00	\$150,000.00	\$0.00	FRANK DOLLISON	407-814-2122
1510022	FDOT- SARASOTA/MANATEE- 1-75	E-1A45-C	10/05/00	\$145,000.00	\$0.00	JOE NUGENT	941-359-7300
1510019	DOT-TP- S.R. 417 - SEMINOLE EXPRESSWA	E-8C27	09/01/00	\$61,000.00	\$0.00	DARRELL GUY	407-532-3999
1510018	FDOT TAMPA	E-7899	08/03/00	\$630,000.00	\$59,000.00	GENE GIAMBRA	813-744-6038
1510017	FDOT I-4,ORLANDO TO TAMPA	E-1A86-B	08/10/00	\$60,000.00	\$0.00	DAVID MILLS	863-519-4300
1510014	FDOT - JACKSONVILLE	E-2C95	07/01/00	\$285,000.00	\$0.00	JOHN DRAYTON	
1510012	FDOT - JACKSONVILLE	E-2C94	07/01/00	\$450,000.00	\$0.00	JOHN DRAYTON	
1510006	FDOT TP VETERANS EXPRESSWAY	E-8987-C	03/03/00	\$106,700.00	\$0.00	DAVID TILKI	727-857-9933
1510004	CITY OF TAMPA	POPW00300089	01/01/00	\$52,000.00	\$0.00	BILL HALL	813-622-1966
	OT- ORLANDO TO JACKSONVILLE- I-4 TO I-		01/15/99	\$485,000.00	\$0.00	FONZ TUMLINSON	407-858-5900
1510002	FDOT- TP DADE	E-8A02-C	01/27/00	\$192,800.00	\$22,800.00	MIKE SMITH	954-975-4855
	1 551 17 57 55		3.172.1700	Ψ102,000.00	ΨΖΖ,000.00	I WILL OWITH	334-313-4000

TOTALS: \$45,269,482.45 \$4,732,793.44

GRAND TOTAL: \$50,002,275.89

AC# 3940591

#### STATE OF FLORIDA

## DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION ELECTRICAL CONTRACTORS LICENSING BOARD

SEQ#108082300899

DATE BATCH NUMBER LICENSE NBR 08/23/2008 087008349 ECA000279 Additional Business Qualification

The ELECTRICAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2010

LASSEN, GARY B
AMERICAN LIGHTING AND SIGNALIZATION, INC.
4971 CAPITAL CIRCLE SE
JACKSONVILLE FL 32217

CHARLIE CRIST GOVERNOR

DISPLAY AS REQUIRED BY LAW

CHARLES W. DRAGO SECRETARY

AMERICAN LIGHTING & SIGNALIZATION, INC. 4200 Church Street, Suite 1042 Sanford, FL 32771 VF - 592554039001

MIAMI-DADE COUNTY TAX COLLECTOR 140, W. FLAGLER ST. 1st FLOOR MIAMI, FL 33130

2009 LOCAL BUSINESS TAX RECEIPT 2010 A MIAMI-DADE COUNTY ASTATE OF FLORIDA EXPIRES SEPT, 30, 2010 MUST BE DISPLAYED AT PLACE OF BUSINESS PURSUANT TO COUNTY CODE CHAPTER BAY ARY, 9 & 10

FIRST-CLASS U.S. POSTAGE PAID MIAMI, FL PERMIT NO. 231

THIS IS NOT A BILL - DO NOT PAY RENEWAL BUSINESS NAME/LOCATION AMERICAN LIGHTING & SIGNALIZATION STATE# ECADDOZ79
ING.
820 NW 144 ST
33168 UNIN DADE COUNTY

OWNER AMER LIGHTING & SIGNALIZATION IN

10

Sec. Type of Business
198 ELECTRICAL CONTRACTOR
15 Shay Action III
188 TAX Action III

DO NOT FORWARD

AMERICAN LIGHTING & SIGNALIZATION INC GEORGE E GRAHAM JR. PRES 4200 CHURCH ST ST #1042 SANFORD FL 32771

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SEE OTHER SIDE



CHARLIE CRIST GOVERNOR 605 Suwannee Street Tallahassee, FL 32397-0450 April 20, 2009 STEPHANIE C. KOPELOUSOS SECRETARY

AMERICAN LIGHTING AND SIGNALIZATION, INC. 708 BLAIR MILL ROAD WILLOW GROVE, PENNSYLVANIA 19090

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the amount and the type of work indicated below. Unless your company is notified otherwise, this rating will expire 6/30/2010. However, the new application is due 4/30/2010.

In accordance with 8.337.14 (1) F.S. your next application <u>must be</u> filed within (4) months of the ending date of the applicant's audited annual financial statements and, if applicable, the audited interim financial statements. Section 337.14 (4) F.S. provides that your certificate will be valid for 18 months after your financial statement date. This gives a two month period to allow you to bid on jobs as we process your new application for qualification. To remain qualified with the Department, a new application must be submitted subsequent to any significant change in the financial position or the structure of your firm as described in Section 14-22.005(3), Florida Administrative Code.

MAXIMUM CAPACITY RATING: \$1,258,750,000.00

FDOT APPROVED WORK CLASSES: COMPUTERIZED TRAFFIC CONTROL, ELECTRICAL WORK, GUARDRAIL, ROADWAY SIGNING, TRAFFIC SIGNAL

FDOT APPROVED SPECIALITY CLASSES OF WORK: NONE

You may apply, in writing, for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code. Please be advised if certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

AMERICAN LIGHTING & SIGNALIZATION, INC. 4200 Church Street, Suite 1042 Sanford, FL 32771 VF - 592554039001

JM: cj

Sincerely

Juanita Moore, Manager | Contracts Administration Office



CHARLIE CRIST GOVERNOR

605 Suwannee Street Tallahassee, FL 32399-0450 STEPHANIE C, KOPELOUSOS SECRETARY

January 24, 2008

Mr. James M. Hines American Lighting & Signalization, Inc. 11747 Phillips Highway Jacksonville, Florida 32256

RE: DBE AFFIRMATIVE ACTION PLAN APPROVAL

Dear Mr. Hines:

The Disadvantaged Business Enterprise Affirmative Action Plan submitted by:
American Lighting & Signalization, Inc.

has been approved for a period of three years. Please update and submit a new plan before the expiration date shown below. If you do not plan to work on any Florida Department of Transportation projects, it will not be necessary for you to submit a new plan.

If you need any additional information, please contact me at (850) 414-4750.

Sincerely,

Carol Greene

Administrative Assistant Equal Opportunity Office

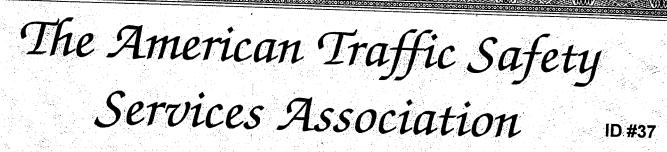
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AFFIRMATIVE ACTION PLAN EXPIRATION: May 19, 2011

Meene

AMERICAN LIGHTING & SIGNALIZATION, INC. 4200 Church Street, Suite 1042 Sanford, FL 32771 VF - 592554039001





Hereby recognizes that

## Edwin Ramgattie

has successfully completed the Florida Advanced Work Zone Traffic Control Training Course

April 11, 2008

Ft. Lauderdale, FL



Training & Products Dept. Director

Executive Director

## **Davco Electrical Contractors Corp.**

## Table of Contents

### City of Lauderdale-by-the-Sea Streetlight Maintenance Services Bid ITB # 10-03-02

1.	Bid Form
2.	Complete Job List
3.	Anti-Kickback Affidavit
4.	Public Entity Crimes Sworn Statement
5.	Davco Electrical Contractors Corp. General Information
6.	Business References
7.	State Electrical Contractors License's
8.	County and City Occupational License's



#### **BID FORM** STREET LIGHT MAINTENANCE SERVICES

TO: The Town Of Lauderdale-By-The-Sea 4501 Ocean Drive Lauderdale-By-The-Sea, Florida 33308

PROJECT TITLE: STREET LIGHT MAINTENANCE SERVICES

Davco Electrical Contractors Corp. BIDDER:

Joseph C Goater Sr Senior Estimator Bidder's authorized Contact person:

David J Blotnick C.O.O.

561-732-3434 Telephone:

#### BIDDERS DECLARATION AND UNDERSTANDING

The bidder agrees to furnish necessary equipment, materials, and personnel to perform Street Light Maintenance Services and repairs (emergency and otherwise) for the Town of Lauderdale By-The-Sea (Town) as required. The bidder declares he has used all data which he believes pertinent from the Town and other sources in arriving at his conclusions. The bidder agrees to perform all Street Light Maintenance Services as required on all Town owned or leased properties and equipment, or as directed by the Town.

#### **UNIT PRICE BID**

The bidder shall accept, as full payment for the work proposed herein, the amounts and unit prices listed herein during the term of the contract. The prices quoted are for work performed during regular working hours, weekends and after hours. A holiday surcharge as stated herein is the only occasion for which there is an acceptable overtime surcharge above the rate for services performed. Holiday work may or may not be called for by the Town. All bids must be submitted on the prescribed form enclosed herein.

SERVICES PURSUANT TO THIS CONTRACT WILL BE USED FOR ROUTINE AND EMERGENCY MAINTENANCE AND REPAIRS IN AMOUNTS NOT TO EXCEED \$3,000.00 PER OCCURANCE.

#### STREET LIGHT MAINTEANCE CONTRACT RATES

#### REGULAR HOURLY RATE

HOURLY RATE FOR SERVICES DURING REGULAR BUSINESS HOURS

JOURNEYMAN \$ 55,00 HELPER \$ 40,00

HOURLY SURCHARGE FOR SERVICES AFTER REGULAR BUSINESS HOURS

JOURNEYMAN \$

HELPER \$

60.00

THE HOURLY SURCHARGE FOR SERVICES DURING HOLIDAYS AS OUTLINED IN THE AGREEMENT

JOURNEYMAN \$ 82.50 HELPER \$ 60.00

MARK-UP ON MATERIALS AT COST, EXCLUDING SALES TAX, SHIPPING & HANDLING

%\_\_\_\_\_

HOURLY RATE FOR THE USE OF A 40' LIFT BUCKET \$ 40.00 per hour

Davco Electrical Contractors Corp.

B. David Collins Jr. President

#### **EXPERIENCE OF BIDDER**

The bidder states that he is an experienced contractor and has provided similar services within the last 5 years.

	See Attached List		
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Project Name	Owner	Architect / Engineer	General Contractor or Customers	Contract Completion Co Value Date		Comments	
Tri-rail Parking Lot Lighting	City of Sanford	Miller Legg & Associates 2005 Vista Parkway, Ste 100 West Palm Beach, FL 33411 561-689-1138	Catalfumo Construction, Ltd. 4300 Catalfumo Way Palm Beach Gardens, FL 561-694-3000	\$	225,000	Oct-10	Install and design parking lot lights (LED) at Tri-rail and Palm Tran station
Palm Beach International Airport - Gate C Build Out	Palm Beach Cty Div. of Airports	PBS&I 3200 Commerce Place West Palm Beach, FL 33407	David Brooks Enterprises 9000 Burma Road, Ste 101 Palm Beach Gardens, FL 33403 561-626-9960 Mark Davidson	\$	500,000	Oct-09	Build out of New Gate C expansion for various tenants and PBIA airport
Turkey Point Nucleur Power Plant New Traing Building	City of Sanford	Oliver Deisgn Group Architects 3500 SW Corporate Pkwy, Ste 203 Palm City, FL 34990 772-286-7616	Turner Construction Co. 1399 SW 1st. Ave Miami, FL 33130 786-621-9000 Len Oates	\$	750,000	Oct-09	Construction and design of a new training building within the Nucleuer power plant site.
Jet Blue - Tenant Buildout	Palm Beach Cty Div. of Airports	PBS&J 3200 Commerce Place West Palm Beach, FL 33407	David Brooks Enterprises 9000 Burma Road, Ste 101 Palm Beach Gardens, FL 33403 561-626-9960 Mark Davidson	\$	200,000	Sep-09	Full Tenant buildout in new terminal ay PBIA
Sugar Sand Park	City of Pembroke Pines	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$	200,000	Oct-09	Install and design Ballfield lighting. Also Large Fountain
Ft. Mellon Park	City of Sanford	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	West Construction, Inc. 319-A Wickline Boulevard Lantana, Florida 33462 561 588-2027	\$	500,000	Sep-09	Install and design Ballfield lighting. Also Large Fountain
Pines Lake Elementary - Classroom Addition	Broward County School Board	Brown & Brown Architects 7100 SW 99th. Ave., Ste 201 Miami, FL 33173 305-273-7460	James B. Pirtle Construction Co., 5700 Griffin Road Davie, FL, 33314 954-797-0410	\$	665,000	Apr-09	New Classroom Addition at Elementary School
Parkside Elementary - Classroom Addition	Broward County School Board	Brown & Brown Architects 7100 SW 99th. Ave., Ste 201 Miami, FL 33173 305-273-7460	James B. Pirtle Construction Co., 5700 Griffin Road Davie, FL, 33314 954-797-0410	\$	365,000	Mar-09	New Classroom Addition at Elementary School
Roosevelt Middle School - Classroom Addition	School Board Of Palm Beach County	Howard & Associates 3300 Henderson Blvd, Ste #2 Tampa, FL 33609 813-872-8881	Pavarini Construction co., Inc. 2400 E. Commercial Blvd., 9th. FL Ft. Lauderdale, FL 33308 954-903-3700	\$	1,000,000	Aug-01	New Classroom Addition at Middle School
Pine Trails Park	City of Parkland	Craven Thompson & Associates 3563 N.W. 53 <sup>rd</sup> Street Ft. Lauderdale, FL 33309 954-739-6400	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	\$	345,000	Mar-09	Install and design Ballfield lighting

ool Board Of Palm ch County  vard County School rict  C Real Estate npany, LLC  of Pembroke Pines	Brown & Brown Architects 7100 SW 99th. Ave., Ste 201 Miami, FL 33173 305-273-7460  STH Architectural Group, Inc. 1400 Centrepark Blvd. Ste 500 West Palm Beach, Fl 33401 561-688-2111 Garcia & Stromberg 8000 N Federal Hwy Suite 300 Boca Raton, FL 33487 561-807-8777 Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff Zelch McMahon, AIA	Customers  The Weitz Company 1720 Centrepark Drive East West Palm Beach, FL 33401 561-686-5511  The Weitz Company 1720 Centrepark Drive East West Palm Beach, FL 33401 561-686-5511  Bellingham Marine, Inc. 1813 Dennis Street Jacksonville, FL 32204 904-358-3362  Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$	1,100,000 4,500,000 1,100,000	May-09 May-09 Mar-09	New Science Building at High School  Comprehensive Modernization and Construction of Exisitng High School  Design and Build of New docks
C Real Estate pany, LLC of Pembroke Pines	1400 Centrepark Blvd. Ste 500 West Palm Beach, Fl 33401 561-688-2111 Garcia & Stromberg 8000 N Federal Hwy Suite 300 Boca Raton, FL 33487 561-807-8777 Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff Zelch McMahon, AIA	1720 Centrepark Drive East West Palm Beach, FL 33401 561-686-5511  Bellingham Marine, Inc. 1813 Dennis Street Jacksonville, FL 32204 904-358-3362  Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426	\$	1,100,000		Construction of Exisitng High School
of Pembroke Pines	8000 N Federal Hwy Suite 300 Boca Raton, FL 33487 561-807-8777 Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff Zelch McMahon, AIA	1813 Dennis Street Jacksonville, FL 32204 904-358-3362 Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426			Mar-09	Design and Build of New docks
ward County School	100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff Zelch McMahon, AIA	4885 Park Ridge Blvd. Boynton Beach, FL 33426	\$	240 175		
		l .		340,173	Jan-09	Design & Install of new Basball Fieled Lighting
	17 NE 4th., Street Ft. Lauderdale, FL 33301 954-525-0975	The Weitz Company 1720 Centrepark Drive East West Palm Beach, FL 33401 561-686-5511	\$	1,250,000	Apr-09	Modernization and Construction of new Cafetorium
n Beach Cty Div. of orts	PBS&J 3200 Commerce Place West Palm Beach, FL 33407	David Brooks Enterprises 9000 Burma Road, Ste 101 Palm Beach Gardens, FL 33403 561-626-9960 Mark Davidson	\$	3,300,000	Mar-09	New Administration Building and Offices a PBIA
Beach Cty Div. of orts	PBS&J 3200 Commerce Place West Palm Beach, FL 33407	David Brooks Enterprises 9000 Burma Road, Ste 101 Palm Beach Gardens, FL 33403 561-626-9960	\$	2,500,000	Apr-09	Airport Addition
ol Board Of Palm h County	MPA Architects, Inc. 1801 Centrepark Dr.E Suite 175 West Palm Beach, FL 561-683-7000	The Weitz Company 1720 Centrepark Drive East West Palm Beach, FL 33401 561-686-5511	\$	1,700,000	Jan-09	Design and build of a new school auditorium addition
d	75 NE 6th. Ave., Ste 219 Delray Beach, FL 33483 561-276-4300	Construction Support Services 8010 Sunport Dr., St 123 Orlando FL 32809 Dino D'Errico 407-658-8585	\$	250,000	Dec-08	Modernization and Construction of new classroom and music building
n County	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$	170,000	Dec-08	Install and design Ballfield lighting
		2 of 32				12/7/2009
h 'aı d		County  1801 Centrepark Dr.E Suite 175 West Palm Beach, FL 561-683-7000 Thaddeus Cohen Architects, PA 75 NE 6th. Ave., Ste 219 Delray Beach, FL 33483 561-276-4300  County  Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	County	MPA Architects, Inc.   1801 Centrepark Dr.E   1720 Centrepark Drive East   West Palm Beach, FL   561-686-5511   S61-686-5511   S61-686-5511	MPA Architects, Inc.   1801 Centrepark Dr.E   1720 Centrepark Drive East   1720 Centrepark Drive East	MPA Architects, Inc.   1801 Centrepark Dr.E   1720 Centrepark Drive East   1720 Centrepark Drive East

Project Name	Owner	Architect / Engineer	General Contractor or Customers	Contract Value	Completion Date	Comments
Hidden Oaks Middle School	Martin County	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$ 160,000	Sep-08	Install and design Ballfield lighting
Seaview Tennis	Palm Beach County	Kimley-Horn & Associates, Inc. 4431 Embarcadero Dr. West Palm Beach, FL 33407 561-845-0665	Collage Design & Construction 584 Technology Park, Ste 100 Lake Mary, FL 32746 407-829-2257	\$ 175,000	Nov-08	Construction and installation of new Tennis court lights
Lake Lytal Baseball 3&4	Palm Beach County	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$ 155,000	Sep-08	Retrofit of Exisiting Fields
Palm Beach International Airpor Maintenance Compound	of Airports	The LPA Group, Inc. 2000 Palm Beach Lakes Blvd. Suite 600 West Palm Beach, FL 33409 561-686-5130	The Morganti Group, Inc. 1450 Centrepark Blvd. Ste 260 West Palm Beach, FL 33401 561-689-0200	\$ 180,000	Oct-08	Upgrade of Maintenance Compound
Wellington High School Auditorium	Palm Beach County School Board	MPA Architects, Inc. 1801 Centrepark Dr.E Suite 175 West Palm Beach, FL 561-683-7000	The Weitz Company 1720 Centrepark Drive East West Palm Beach, FL 33401 561-686-5511	\$ 1,400,000	Dec-08	School Auditorium Addition
Rybovich Marina Phase II	RSBC Real Estate Company, LLC	Garcia & Stromberg 8000 N Federal Hwy Suite 300 Boca Raton, FL 33487 561-807-8777	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$ 1,000,000	Dec-08	Design and Build of New Mega Yacht Marina
	Collier County Government	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$ 105,000	Oct-08	Retrofit of Exisiting Fields
Dykes Road - Miami	FPL.		Florida Power & Light co. 700 Universe Blvd. Juno Beach, FL., 33408 561-691-2772	\$ 150,000	Oct-08	Hi-Voltage Underground installation
Colliers Elementary "K"	Collier County Government	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$ 200,000	Nov-08	Retrofit of Exisiting Fields
Colliers Elementary "J"	Collier County Government	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$ 200,000	Oct-08	Retrofit of Exisiting Fields

Project Name	Owner	Architect / Engineer	General Contractor or Customers	Contract Value	Completion Date	Comments
Vierra Regional Soccer	Brevard County School District	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$ 130,00		Retrofit of Exisiting Fields
Veterans Memorial Elementary	City of Naples	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$ 180,00	00 Sep-08	Retrofit of Exisiting Fields
Rotary Park	City of Hollywood	Harvard Jolly Architects, Inc. 3201 E Commercial Blvd. Suite 225 Ft. Lauderdale, FL 33309 954-486-7910	Kaufman Lynn, Inc. 2151 N.W. Boca Raton Boulevard, Boca Raton, FL 33431 561-361-6700	\$ 640,00	00 Sep-08	Design and build of new Sports complex
Hollywood West Sports Complex	City of Hollywood	Harvard Jolly Architects, Inc. 3201 E Commercial Blvd. Suite 225 Ft. Lauderdale, FL 33309 954-486-7910	Kaufman Lynn, Inc. 2151 N.W. Boca Raton Boulevard, Boca Raton, FL 33431 561-361-6700	\$ 875,00	0 Oct-08	Design and build of new Sports complex
Palm Beach International Airpor Gate Bridges Upgrade	of Airports	Pierce, Goodwin, Alexander & Linville, Inc. 791 Park of Commerce Boulevard Suite 400 Boca Raton, FL 33487 561-988-4002	Stokes Mechanical 2001 7th. Ave. N Lake Worth, FL 33461 561-582-3589	\$ 500,00	O Oct-08	Upgrade of all Gate Bridges
Hamlet Country Club Renovation		RWB Linares Architecture 1600 S Dixie Highway Ste, 400 Boca Raton, FL 33432 561-391-0081	The Weitz Company 1720 Centrepark Drive East West Palm Beach, FL 33401 561-686-5511	\$ 1,300,00	O Oct-08	Complete Renovation of Country club Club House
SW Park Soccer Field	City of Melbourne	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$ 325,00	0 Sep-08	Design and install New Ball Field Lighting
		Pierce, Goodwin, Alexander & Linville, Inc. 791 Park of Commerce Boulevard Suite 400 Boca Raton, FL 33487 561-988-4002	The Weitz Company 1720 Centrepark Drive East West Palm Beach, FL 33401 561-686-5511	\$ 750,00	0 Oct-08	Modernization and Construction of new Cafetorium
,	Board	17 NE 4th., Street Ft. Lauderdale, FL 33301 954-525-0975	The Weitz Company 1720 Centrepark Drive East West Palm Beach, FL 33401 561-686-5511	\$ 750,00	0 Oct-08	Modernization and Construction of new Cafetorium
Boca Raton High School Stadium	School Board Of Palm Beach County	1300 N Congress Ave. West Palm Beach, Fl 33409 561-697-3451	Balfour Beatty Construction 4 Harvard Circle Suite 200 West Palm Beach, FL 33409 561-478-0381	\$ 1,275,00	0 Jun-08	Design and Build of new Sports Stadium - Football, Soccer & Track

Project Name	Owner	Architect / Engineer	General Contractor or Customers	Contract Value	Completion	Comments
Forest Park Elementary School	School Board Of Palm	Pierce, Goodwin, Alexander & Linville, Inc	Moss & Associates, LLC		Date	
	Beach County	791 Park of Commerce Boulevard Suite 400 Boca Raton, FL 33487 561-988-4002	2101 N Andrews Ave. Ste. 300 Ft. Lauderdale, FL 33311	\$ 3,050,6	000 Jun-08	Design and build of new Elementary Facili
Hagen Road Elementary	School Board Of Palm Beach County	Harvard Jolly Architects, Inc. 3201 E Commercial Blvd. Suite 225 Ft. Lauderdale, FL 33309 954-486-7910	C. R. Klewin S.E., Inc. 701 Northpointe Parkway, Ste 318 West Palm Beach, FL. 33401 561-686-5511	\$ 3,100,0	000 Sep-08	Design and build of new Elementary Facili
Palm Beach Gardens Elementary	Beach County	Pierce, Goodwin, Alexander & Linville, Inc 791 Park of Commerce Boulevard Suite 400 Boca Raton, FL 33487 561-988-4002	C. R. Klewin S.E., Inc. 701 Northpointe Parkway, Ste 318 West Palm Beach, FL. 33401 561-686-5511	\$ 2,500,0	000 Sep-08	Design and build of new Elementary Facili
Cypress Run Educational Building	Broward County School Board	Zyscovish, Inc. 100 N Biscayne Blvd., 27th Fl. Miami, FL 33132 305-372-5222	James B. Pirtle Construction Co., 5700 Griffin Road Davie, FL, 33314 954-797-0410	\$ 1,400,0	00 Jun-08	Design and build of new Elementary Facilit
Auditoium	School Board Of Palm Beach County	STH Architectural Group, Inc. 1400 Centrepark Blvd. Ste 500 West Palm Beach, Fl 33401 561-688-2111	Balfour Beatty Construction 4 Harvard Circle Suite 200 West Palm Beach, FL 33409 561-478-0381	\$ 1,400,0	00 Apr-08	Design and build of a new school auditorium addition
PGA Soccer	City of Palm Beach Gardens	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$ 176,0	00 Jan-08	Design and install New Ball Field Lighting
Rybovich Marina Phase I	RSBC Real Estate Company, LLC	Garcia & Stromberg 8000 N Federal Hwy Suite 300 Boca Raton, FL 33487 561-807-8777	Balfour Beatty Construction 4 Harvard Circle Suite 200 West Palm Beach, FL 33409 561-478-0381	\$ 4,700,0	00 Dec-07	Design and Build of New Mega Yach Marin
Plumosus Sub Station	FPL.		Utilitity Lines Construction 1685 N Florida Mango Road West Palm Beach, FL 33409	\$ 51,8	75 Jan-08	Hi-Voltage Underground installation
PBCC Humanities & Tech Bldg	Village of Palm Springs	STH Architectural Group, Inc. 1400 Centrepark Blvd. Ste 500 West Palm Beach, Fl 33401 561-688-2111	561-686-5808 Balfour Beatty Construction 4 Harvard Circle Suite 200 West Palm Beach, FL 33409	\$ 1,294,84	15 Nov-05	Design and Build of New Humanities Building for PBCC on FAU Campus
	School Board Of Palm Beach County	Zyscovish, Inc. 100 N Biscayne Blvd., 27th Fl.	561-478-0381 Catalfumo Construction, Ltd. 4300 Catalfumo Way Palm Beach Gardens, FL 561-694-3000	\$ 142,00	0 Nov-07	Install and design Ballfield lighting

Project Name	Owner	Architect / Engineer	General Contractor or Customers	Contract Value	Completion Date	Comments
Burton Park		Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$ 350,000	Nov-07	Design and install New Ball Field Lighting
Lincoln Park Soccer	Manatee County	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$ 284,503	Oct-07	Design and install New Ball Field Lighting
McKechnie Field	Charlotte County	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$ 122,500	Oct-07	Design and install New Ball Field Lighting
D Anderson Middle School		Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$ 130,000	Sep-06	Design and install New Ball Field Lighting
Phipps Park		Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$ 248,325	Nov-07	Design and install New Ball Field Lighting
Cape Coral Neighborhood Park #5		Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$ 269,000	Oct-07	Park Electrical Sportslighting &Concession Buildings
Cape Coral Neighborhood Park #4	·	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	The Haskell Company PO Box 44100 Jacksonville, FL 904-357-4251	\$ 219,864	Oct-07	Park Electrical Sportslighting &Concession Buildings
Pelican Soccer Complex		Architects Design Group, Inc. 333 N Knowles Ave. Winter Park, FL 32789 407-647-1706	Lodge Construction 2161 McGregor Boulevard Fort Myers, FL 33901 239-332-4371	\$ 962,800	Sep-07	Design and install New ballfield lighting
North Ft. Myers Academy of Arts		Architects Design Group, Inc. 333 N Knowles Ave. Winter Park, FL 32789 407-647-1706	Lodge Construction 2161 McGregor Boulevard Fort Myers, FL 33901 239-332-4371	\$ 84,327	Sep-07	Design and install New ballfield lighting
Riverside High School		Architects Design Group, Inc. 333 N Knowles Ave. Winter Park, FL 32789 407-647-1706	Lodge Construction 2161 McGregor Boulevard Fort Myers, FL 33901 239-332-4371	\$ 128,215	Sep-07	Design and install New ballfield lighting

Project Name	Owner	Architect / Engineer	General Contractor or Customers	i	Contract Value	Completion Date	Comments
Burt Reynolds Park	Palm Beach County	Craven Thompson & Associates 3563 N.W. 53 <sup>rd</sup> Street Ft. Lauderdale, FL 33309 954-739-6400	West Construction, Inc. 319-A Wickline Boulevard Lantana, Florida 33462 561 588-2027	\$	519,421	Sep-07	Design and install parking lot lighting
Howard Park	City of Lake Worth	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	Collage Design & Construction 584 Technology Park, Ste 100 Lake Mary, FL 32746 407-829-2257	\$	205,000	Sep-07	Design and install New ballfield lighting
Mary Ann Cernuto Park	City of Port St. Lucie	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	Collage Design & Construction 584 Technology Park, Ste 100 Lake Mary, FL 32746 407-829-2257	\$	176,000	Sep-07	Design and install New ballfield lighting
Soccer Ligths Jupiter Park	Town of Jupiter	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$	560,000	May-07	Design and install New ballfield lighting
PGA National Ballfields	City of Palm Beach Gardens	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$	481,300	May-07	Design and install New ballfield lighting
Miramar Regional Park	City of Miramar	Song & Associates 400 Australian Ave. S 6 <sup>th</sup> Floor West Palm Beach, FL 33401 561-655-2423	The Weitz Company 1720 Centrepark Drive East West Palm Beach, FL 33401 561-686-5511	\$	1,685,000	Sep-07	New Sports and Water Park Complex
	Board	Manuel Synalovski Synalovski Gutierrez Architect 3950 N 46 <sup>th</sup> Avenue Hollywood, FL 33021 954-961-6806	The Weitz Company 1720 Centrepark Drive East West Palm Beach, FL 33401 561-686-5511	\$	2,724,000	Jun-07	Design Build of New Elementary and middle school
St. Michaels Independent / Pine School	St. Michaels Independent / Pine School	STH Architectural Group, Inc. Northbridge Center, Ste 1400 N Flagler Dr., West Palm Beach, Fl 33401	The Weitz Company 1720 Centrepark Drive East West Palm Beach, FL 33401 561-686-5511	\$	1,463,014	Mar-07	Design Build of New Elementary and middle school
FAU Track & Field	Florida Atlantic University	Tilden, Lobnmitz & Cooper Engineering 790 E Broward Blvd, Ste 201 Fort Lauderdale, FL 33301	James A. Cummings, Inc. 3575 NW 53 <sup>rd</sup> Street Fort Lauderdale, FL 33309 954-733-4211	\$	876,736	Mar-07	Design Build Sports Lighting and new track - facility
Michael Ball Field	City of Vero Beach	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$	165,000	Nov-06	Repair & Install New Lighting

Project Name	Owner	Architect / Engineer	General Contractor or Customers	•	Contract Value	Completion Date	Comments
lm Beach Lakes Tennis Center	Gardens	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$	184,000	Oct-06	Design Build Sports Lighting
wyer High School Football etrofit	Palm Beach County School Board	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$	105,000	Öct-06	Lighting Retrofit
furray Middle School	Martin County	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$	130,000	Sep-06	Repair & Install New Lighting
aseball Plant Drive	City of Palm Beach Gardens	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$	130,000	Sep-06	Design Build Sports Lighting
larold Ave Park Fields 4 & 5	Charlotte County	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$	130,000	Aug-06	Design Build Sports Lighting
Carmalitta Baseball I	Charlotte County	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$	175,000	Aug-06	Design Build Sports Lighting
Cennis Center Palm Beach Gardens	City of Palm Beach Gardens	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$		£,	Design Build Sports Lighting
Central Park Lighting	City of Plantation	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$			Design Build Sports Lighting
Lake Lytal Baseball	Palm Beach County	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imboff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$			Design Build Sports Lighting
Palm Beach Lakes High School Baseball Retrofit	Palm Beach County School Board		Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$	301,19	3 Sep-06	Lighting Retrofit

Project Name Glade High School Fotball	Owner	Architect / Engineer	General Contractor or Customers	itract ilue	Completion Date	Comments
Retrofit	Palm Beach County School Board	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$ 205,969	Sep-06	Lighting Retrofit
Wellington High School Retrofit	14000 Pierson Road Wellington, FL 33414	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, 1A 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$ 205,969	Aug-06	Lighting Retrofit
Olympia Running Track	Village of Wellington	Karin Mannchen 8 South J Street Lake Worth, FL 33460	West Construction, Inc. 319-A Wickline Boulevard Lantana, Florida 33462 561 588-2027	\$ 110,375	Dec-06	Design Build Sports Lighting
upiter Farms Soccer	Palm Beach County	561-642-5333	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 06 954-322-0410 Tim Imhoff	\$ 340,000	Feb-07	Design Build Sports Lighting
Repairs	Board	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$ 339,517	Jun-06	Repair & Install New Parking Lot Lighting throughout County
Palm Beach County Hurricane Repairs		Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$ 624,117	Jun-06	Repair & Install New Ball Field Lighting throughout County
City of Port St. Lucie Hurricane Repair		Musco Sportslighting, Inc 100 Ist Ave, W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$ 235,620	Jun-06	Repair & Install New Lighting
awnwood Recreational and occer	District	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, 1A 52577 954-322-0410 Tim Imhoff	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	\$ 315,000	Jan-07	Design Build Sports Lighting
fartin County Parks Repair		Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL 33426 561-732-3434	\$ 340,240	Dec-06	Repair & Install New Lighting
	Board	MPA Architects, Inc. 1801 Centrepark Dr.E Suite 175 West Palm Beach, FL 561-683-7000	The Weitz Company 1720 Centrepark Drive East West Palm Beach, FL 33401 561-686-5511	\$ 965,000	Jan-07	School Auditorium Addition
				 <u></u>		

Project Name	Owner	Architect / Engineer	General Contractor or Customers	Contract Value	Completion Date	Comments
District Park F		Craven Thompson & Associates 3563 N.W. 53 <sup>rd</sup> Street Ft. Lauderdale, FL 33309 954-739-6400	West Construction, Inc. 319-A Wickline Boulevard Lantana, Florida 33462 561 588-2027	\$ 2,041,70	9 Jan-07	Install Ball field, parking lot and Building Lighting fixtures
ndian Pines Elementary School	Palm Beach County School Board	Tercilla Courtemanche Architects, Inc. 3233 Commerce Place, Ste B West Palm Beach, Fl 33407 561-478-4457	C. R. Klewin S.E., Inc. 701 Northpointe Parkway, Ste 318 West Palm Beach, FL. 33401 561-686-5511	\$ 1,179,000	Feb-07	Elementary School Moderniztion and new build out
Citywalk Pineapple Grove	Porten Companies	EA Architects, Inc. 205 George Bush Blvd. Delray Beach, FL 33444 561-276-6011	BSA Corporation 9 NE 2nd Street Delray Beach, FL 33444 561-272-6350	\$ 991,21	4 Dec-06	Mixed Use Retial and Condominiums
Iim Brandon Equestrian Center	Palm Beach County	Electrical Design Associates, Inc. 4733 W Atlantic Avenue, Ste 12C Delray Beach, FL 33445	AFCO Constructors, Inc. 1804 NW Madrid Way Boca Raton, Florida 33432 561-338-2160	\$ 1,602,00	0 Sep-05	New Equestrian Center
Broward Estates Elementary School	School Board of Broward County	JALRW Engineering Group, Inc. 2510 NW 97 <sup>th</sup> Avenue. Ste 220 Miami, FL 33171 305-594-0660	McTeague Construction Co., Inc. 3724 SE Ocean Blvd, Ste 202 Stuart, FL 34996 772-286-6100	\$ 468,36	Nov-05	Elementary School Moderniztion and new build out
Palm Beach Public School	Paim Beach County School Board	S.G.M. Engineering, Inc. 433 Plaza Real Suite 275 Boca Raton, FL 33432-3999 561-392-2455	Suffolk Construction 515 N. Flagler Drive, 5th floor West Palm Beach, FL 33400 561-832-1616	\$ 913,17.	5 Nov-05	New Elementary School
Burns Road Community Center	City of Palm Beach Gardens	BFH Inc. 2090 Palm Beach Lakes Boulevard Suite 600 West Palm Beach, FL 33409 561-684-3375	Weiss & Woolrich Contracting 1431 S.W. 30th Avenue Deerfield Beach, FL 33442 954-419-9339	\$ 365,95	0 Mar-06	Addition to Community Center
Sheraton Park	Port St. Lucie Parks & Rec. Dept.	Musco Sportslighting, Inc 100 1st Ave. W Oskaloosa, IA 52577 954-322-0410 Tim Imhoff	Paul Julian Port St. Lucie County 2300 Virginia Avenue Ft. Pierce, FL 34982 772-462-1519	\$ 174,000	) Mar-06	Demo Existing Lighting & Install New Lighting
Port St. Lucie City Hall	City of Port St. Lucie		Collage Design & Construction 584 Technology Park, Ste 100 Lake Mary, FL 32746 407-829-2257	\$ 89,317	2 Jan-06	Interior Re-model
Citibank – Oakland Park	Citigroup Corporation Realty	Saltz, Michelson Architects 1800 Australian Avenue South Suite 102 West Palm Beach, FL 33409 561-689-1870	JWR Construction Service, Inc. 1311 Newport Center Drive Deerfield Beach, FL 33442 954-480-2800	\$ 143,000	) Mar-06	Interior Build out

# **ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA )	•	
COUNTY OF BROWARD : SS	<b>S</b>	
will be paid to any employees of th kickback, reward or gift, directly or ind	, depose and say that no portion of the sum herein te Town of Lauderdale-By-The-Sea as a commissi lirectly by me or any member of my firm or by an offi	ion,
of the corporation.		
	By: B. War also	
	Davco Electrical Contractors Corp. B. David Collins Jr.	
Sworn and subscribed before me this	President	1.
5th day of Appl , 2010	JASMIN SALINAS	
Jan Salas	MY COMMISSION # DD851887 EXPIRES January 15, 2013 FloridaNotaryService.com	
NOTARY PUBLIC, State of Florida		
My Commission Expires: 11513		

# SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

# THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICE AUTHORIZED TO ADMINISTER OATHS.

1	This sworn statement is submitted with Bid, Bid ITB # 10-03-02	or Contract No forStreetlight Maintenance
	Services Agreement 2010	
2.	This sworn statement is submitted by Davco E (name of e	entity submitting sworn statement)
	whose business address is 4885 Park Ridge Boynton Beach, Florida 33426	<del></del>
	its Federal Employer Identification Number (FEII	
a war i	the entity has no FEIN, include the Social Secu	
	this sworn statement.)	
3.	My name is B. David Collins Jr.	and
# 5 TV+ 1	my relationship to Davco Electrical Contrac	ctors Corp. (please Print name
	of individual signing) the entity named above is President	
	I understand that a "public entity crime" as deficient Statutes, means a violation of any state respect to and directly related to the transaction with an agency or political subdivision of any of including but not limited to, any bid or contract to any public entity or an agency or political subdivision of the any public entity or an agency or political subdivision of the states and involving antitrust, fraud, the	ate or federal law by a person with a of business with any public entity or other state or with the United States, for goods or services to be Provided bdivision of any other state or of the
	conspiracy, material misrepresentation.	•
5.	I understand that "convicted" or "conviction" as <u>Florida Statutes</u> , means a finding of guilt or a coor without an adjudication guilt, in any federal or charges brought by indictment information after verdict, non-jury trial, or entry of a plea of guilty or	onviction of a public entity crime, with r state trial court of record relating to r July 1, 1989, as a result of a jury
6. Statut	I understand that an "affiliate" as defined in	n Paragraph 287.133(1)(a), Florida

- 1. A Predecessor or successor of a person convicted of a public entity crime: or
- 2. An entity under the control of any natural person who is active in the management of t entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the Preceding 36 months shall be considered an affiliate.
- 7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the Provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 8. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)
  - XXXX Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

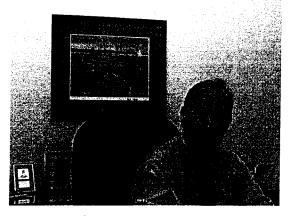
The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with no convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

There has been a Proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent Proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the

hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

(Please describe a	aπiliate has not been put on the convicted vendor list.  ny action taken by or pending with the Department of
General Services.)	(signature) B. David Collins Jr. April 5, 2010 President
STATE OF Florida	(date)
	- And the state of
COUNTY OF Palm Beach	
	A BANGARAN AND AND AND AND AND AND AND AND AND A
PERSONALLY APPEARED BEFORM Who after first being College Science	Sworn by me, affixed his/her signature in the space provided above on this
(name of individual signing) day of $(200)$ , 2010	
My commission expires: 1/15/13	MOTARY PUBLIC
	JASMIN SALINAS  MY COMMISSION # DD851887  EXPIRES January 15, 2013





Davco Electrical Contractors Corp. was founded in April of 1985 by B. David Collins, Jr., he is also owner / qualifier and oversees all aspects of the daily operations.

B. David Collins, Jr., CEO, President, Qualifier

Our corporate office is located in the city of Boynton Beach, Florida.

Our company's goal is to serve the Electrical Industry in a state of the art fashion and provide complete customer satisfaction. In achieving our goal, Davco Electrical Contractors Corp. has diversified into four Divisions. The majority of the employees at Davco Electrical Contractors Corp. are capable of working within any of these four divisions.

COMMERCIAL: Our commercial division has a strong and diverse construction background. The range of our projects include, schools, hospital renovations, airports, managed care facilities, museums, automobile dealerships, hotels, banks, supermarkets, warehouses, theatrical dimming installations, data/technology installations, renovations/restorations and tenant build-outs. We are also capable of providing specialty systems such as fire alarm, security, CCTV and voice/data for a complete and professional product from project start to closeout.

CIVIL: Our civil division enjoys the reputation of being one of the best in Florida at providing area lighting. We utilize a great deal of equipment and manpower to maintain our reputation. This unique division works not only underground, but at heights reaching over 150' making this division ideal for service and maintenance as well as new construction on recreational parks, stadiums, parking lots and roadways.

HIGH VOLTAGE DIVISION: Our high voltage division is certified by Florida Power and Light as a subcontractor with ability to perform all types of conduit installation, wire pulling and terminations required. Utilizing the large amount of our own equipment we are able to perform all types of high voltage work.. Through this division we are able to take a large project that requires all facets of electrical work from start to finish.

**SERVICE/SMALL PROJECT:** Our service/small project division at Davco Electrical Contractors Corp. provides another unique facet to our company. Not only does it perform normal service calls and on call standby service, it can work in conjunction with our commercial or civil divisions providing skilled labor from within the company. This division can also handle small commercial projects.



# BUSINESS REFERENCES

Martin County
Kevin Landry, Park Planner
Martin County Parks & Recreation
Monterey Road
Stuart, Florida
772-221-1376

Town of Jupiter
Jim Wilkinson, Director of Maintenance
Town of Jupiter Parks & Recreation
210 Military Trail
Jupiter, FL, 33458
561-746-5134

School District of Palm Beach County Pat Flood, Chief Electrical Maintenance 3326 Forest Hill Boulevard West Palm Beach, FL 33406 561-687-7707

City of Palm Beach Gardens Mike Kelly, Parks Dept 10500 North Military Trail Palm Beach Gardens, FL, 33410 561-775-8261

The Collage Companies Mr. Steve Pinyot 585 Technology Park, St 100 Lake Mary, FL, 32746 561-262-2773

Balfour Beatty Construction Clinton Glass, Vice President 7901 SW 6<sup>th</sup> Court Suite 300 Plantation, Florida 33324 954-585-4000 Pirtle Construction Mr. Bill Ellis, Vice President 5700 Griffin Road2401 SE Suite 200 Davie, FL, 33314 954-797-0410

Weitz Corporation
Jon Tori
Vice President
1720 Centrepark Drive east
West Palm Beach, FL, 33401
561-686-5511

Lodge Construction Ms. Tammy Kaminski 2161 McGregor Blvd Fort Meyers, FL, 33901 239-332-4371

Lee County Mr. Bob Taylor 1765 Henderson Ave Fort Meyers, FL, 33901 239-479-8306

City of Coco Beach Mr. Bob Torres 1600 Minutemen Causeway Coco Beach, FL, 32931 321-868-3385

Palm Beach County Department of Airports Mr. Jerry Allen Palm Beach International Airport West Palm Beach, Florida 33406 561-471-7411

## STATE OF FLORIDA



DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS LICENSING BOARD 1940 NORTH MONROE STREET TALLAHASSEE FL 32399-0783 FL 32399-0783

(850) 487-1395

COLLINS JR, BRUCE DAVID
DAVCO ELECTRICAL CONTRACTORS CORP
4885 PARK RIDGE BLVD. BOYNTON BEACH FL 33426-8316

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



AC# 3856558 STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

EC0000673 .....07/15/08 080008927

CERTIFIED ELECTRICAL CONTRACTOR COLLINS JR, BRUCE DAVED DAVCO ELECTRICAL CONTRACTORS COR

IS CERTIFIED under the provisions of th 489 ms Expiration date, AUG 31, 2010 (L08071501416)

#### DETACH HERE

3856558

#### STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION FLECTRICAL CONTRACTORS LICENSING BOARD SEQ#

SEQ# L08071501410

BATCH NUMBER DICENSE NBR

07/15/2008 080008927 EC0000673 >

The ELECTRICAL CONTRACTOR Named below 15 CERTIFIED
Under the provisions of Chapter 489 FS
Expiration date: AUG 31, 2010

COLLENS JR BRUCE DAVID ALLUMAN DAVCO ELECTRICAL CONTRACTORS CORP. 4885 PARK RIDGE BLVD. COLLEGE BOYNTON BEACH FL 33426 8316

CHARLIE CRIST GOVERNOR

CHUCK DRAGO INTERIM SECRETARY

#### STATE OF FLORIDA



DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS LICENSING BOARD 1940 NORTH MONROE STREET TALLAHASSEE FL 32399-0783

(850) 487-1395

BIRTH, DONALD DAVCO ELECTRICAL CONTRACTORS CORP 4885 PARK RIDGE BLVD BOYNTON BEACH FL 33426

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



AG# BASISE STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

EC13003718 07/11/08 080030506

CERTIFIED ELECTRICAL CONTRACTOR BIRTH, DONALD DAVCO ELECTRICAL CONTRACTORS, COR

IS CERTIFIED under the provisions of ch 489) FS Expiration date: AUG/31, 2010 /L08071101114 3

## **DETACH HERE**

AC# 3851525

## STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION ELECTRICAL CONTRACTORS LICENSING BOARD

SEQ#108071101114

BATCH NUMBER LICENSE NBR TILL

07//11/2008 080030506/ ECT3003718 Additional Business Qualification

The ELECTRICAL CONTRACTOR FOR Named below IS CERTIFIED Under the provisions of Chapter 489 FS. Expiration date: AUG 31, 2010

BIRTH/ DONALD LANGE BURNEY DAVID BOYNTON BEACH FL 33426

CHARLIE CRIST GOVERNOR

CHUCK DRAGO / TINTERIM SECRETARY

# BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000 VALID OCTOBER 1, 2009 THROUGH SEPTEMBER 30, 2010

DBA:

Receipt #

181-0003175

**Business Name:** 

DAVCO ELECTRICAL CONTRACTORS

**Business Type:** 

Owner Name:

CORP

**ELECTRICAL CONTRACTOR** 

Business Location: 4885 N RIDGE BLVD

**Business Opened:** 

09/04/07

**Business Phone:** 

PALM BEACH COUNTY 33426

(561)732-3434

State/County/Cert/Reg:

EC 0000673

**Exemption Code:** 

NON EXEMPT

Rooms

Seats

**Employees** 

Machines

**Professionals** 

1 UNIT

N N	umber of Machines	For Ven	ding Business O	nly Vendir	ng Type:	
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
\$ 27.00						\$ 27.00

000000000 0000002700 0000001810003175 1001 9

# THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

DAVCO ELECTRICAL CONTRACTORS CORP COLLINS BRUCE D JR 4885 N RIDGE BLVD BOYNTON BEACH FL 33426

2009 - 2010



# Anne M. Gannon, Tax Collector

P.O. Box 3715

West Palm Beach, FL 33402-3715
WWW.TAXCOLLECTORPBC.COM Tel:(561) 355-2272

DAVCO ELECTRICAL CONTRACTORS COLLINS BRUCE DAVID JR 4885 PARK RIDGE BLVD BOYNTON BEACH FL 33426-8316

Account Number: 2007-04185

#### Dear Business Owner:

This is your new local business tax receipt. Please keep the upper portion for your records and detach the bottom of this form. Verify the information and display it conspicuously at your place of business, open to the view of the public.

This receipt is in addition to and not in lieu of any license required by law or municipal ordinance and is subject to regulations of zoning, health, and any other lawful authority (County Ordinance Number 72-7).

Receipts may be transferred to a new **owner** when evidence of a sale is provided; the original receipt is surrendered and a transfer fee is paid.

Receipts may be transferred to a new location when proof of zoning approval is provided; the original receipt is surrendered and a transfer fee is paid.

Business name changes require a new receipt.

This receipt expires on September 30, 2010. Renewal notices are mailed at the end of June. If you do not receive the notice by the end of July, please let us know.

I hope you have a successful year.

anne M. Hannon

Tax Collector

\*\*\*\* DETACH AND DISPLAY BOTTOM PORTION, AND KEEP UPPER PORTION FOR YOUR RECORDS \*\*\*\*

2007-04185

STATE OF FLORIDA

0C-032

CLASSIFICATION

PALM BEACH COUNTY

LOCAL BUSINESS TAX RECEIPT EXPIRES: SEPTEMBER - 30 - 2010

DAVCO ELECTRICAL CONTRACTORS

COLLINS BRUCE DAVID JR

LOCATED AT

CNTY

27.50

4885 PARK RIDGE BLVD BOYNTON BEACH FL 33426-0000

TOTAL

27.50

This receipt is hereby valid for the above address for the period beginning on the first day of October and ending on the thirtieth day of September to engage in the business, profession or occupation of:

**ELECTRICAL CONTRACTOR** 

EC0000673

THIS IS NOT A BILL - DO NOT PAY

PAID. PBC TAX COLLECTOR 27.50 BTR 049 01775536 08/18/2009

ANNE M. GANNON
TAX COLLECTOR, PALM BEACH COUNTY

THIS DOCUMENT IS VALID ONLY WHEN RECEIPTED BY TAX COLLECTOR

# **BUSINESS TAX RECEIPT**

CITY OF BOYNTON BEACH

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# Lighting Management Co.



# STREETLIGHT MAINTENANCE **SERVICES AGREEMENT 2010**

ISSUE DATE: March 10, 2010

ITB # 10-03-02

MAIL OR **DELIVER** BIDS TO:

JUNE WHITE, TOWN CLERK

TOWN OF LAUDERDALE-BY-THE-SEA

4501 OCEAN DRIVE

LAUDERDALE-BY-THE-SEA, FLORIDA 33308

(954) 776-0576

BIDS MUST BE RECEIVED NO

LATER THAN:

2:00 P April 8, 2010

Bid Opening 2:00 P.M.



To: All Prospective Bidders:

Town of Lauderdale-By-The-Sea Bid for Street Light Maintenance Services 2010 contains the following documents:

# Part 1 Bid Requirements and Information

Invitation To Bid	
Street Light Maintenance Bid Form	•••
Specifications	2 چ
Street Light Maintenance Services Bidg	-11
Statement of No Bid	. 13

# Part 2 Agreement Forms

Street Light Maintenance Services Agreement	16
Sample Work Order	10
Anti-Kickback Affidavit	20
Public Entity Crimes Form	20 21

Please review your bid package to ensure that it contains all of these documents. For further information pertaining to this Street Light Maintenance Services Agreement or to obtain copies of any missing document(s), please call (954) 776-0576.

If your firm determines that a "No Bid" response is required, please complete and return the "Statement of No Bid". Firms submitting a bid should ensure that the following documents are completed, certified, and returned as instructed: Bid Form, Street Light Maintenance Services Form, Street Light Maintenance Services Contract Rates Form, Experience of Bidder Form, Anti-Kickback Affidavit, Public Entities Crimes Form, and all licenses required.

# PART 1

# BID REQUIREMENTS <u>AND</u> INFORMATION

## INVITATION TO BID

Sealed Bids for the Street Light Maintenance Services Agreement 2010, addressed to the Town of Lauderdale-By-The-Sea (the "Town"), will be received at the office of the Town Clerk, Town of Lauderdale-By-The-Sea, Florida, 33308 until 2:00 p.m., local time, on the 8<sup>th</sup> day of April, 2010, and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

The project consists of furnishing the necessary equipment, labor, and materials for the performance of Street Light Maintenance Services and repair services for the Town's Street Light equipment and systems.

One (1) original and (3) copies of the bid are to be enclosed in a sealed envelope clearly marked on the outside "STREET LIGHT MAINTENANCE SERVICES AGREEMENT 2010 ITB #10-03-02" and delivered to:

JUNE WHITE, TOWN CLERK TOWN OF LAUDERDALE BY-THE-SEA 4501 OCEAN DRIVE LAUDERDALE-BY-THE-SEA, FLORIDA 33308

Each Bid must be submitted on the prescribed forms:

Within ten (10) calendar days after the Notice of Award, the successful bidder will be required to furnish documentation showing compliance with the licensing requirements of the Code of Ordinances of the Town, the State of Florida and applicable federal law. Compliance with these provisions is a prerequisite to execution of the contract. Specifically, within ten (10) calendar days after the Notice of Award, the successful bidder must demonstrate that they meet the requirements stated herein.

## 1. LICENSES

All licenses or certificates required by federal, state or local statutes or regulations and applicable to performance as required must be in full force and in effect and evidence thereof shall be provided to Town.

## 2. DOCUMENTATION

Bidder must have evidence of: i) a valid Certificate of Competency issued by the Director of the Town Building and Zoning Department, and ii) all applicable state and local licenses required to perform pursuant to the bid, including, without limitation, any licenses listed below. All the foregoing shall be maintained throughout the contract term.

**************************************	 

## 3. BONDS AND INSURANCE

All bid bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the surety or insurance company having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said surety or insurance company shall be duly licensed and qualified to do business in the State of Florida.

#### 4. QUALIFICATIONS

Before a contract will be awarded for the work contemplated herein, the Town may, at its option, conduct such investigation as is necessary to determine the performance record and ability of the bidder to perform the type and magnitude of work specified herein. Upon request, the bidder shall submit such information as deemed necessary by the Town to evaluate the bidder's qualifications.

#### REJECTION OF BIDS

For information concerning the scope of the work, contact Don Prince, Municipal Services Director, Town of Lauderdale By-The-Sea, telephone: (954) 776-0576.

The Town may reject bids for any reason, including without limitation:

- (a). for budgetary reasons, or,
- (b) if the bidder mis-states, conceals, or omits any material fact in the bid, or,
- (c). if the bid does not strictly conform to the law or is non-responsive to the request bid requirements, or,
- (d). if the bid is conditional, or,
- (e). if a change of circumstances occurs making the bid unnecessary to the Town. The Town may also waive any minor informalities or irregularities in any bid.

## 6. PREPARATION OF BIDS

Bids will be prepared and provided in accordance with the following:

1. Bids must be submitted on the forms furnished. Facsimile and electronic mail bids will not be considered. Other forms will be rejected.

- 2. All information required by the bid form shall be furnished. The bidder shall print or type his/her name and provide the original signature of an individual authorized to bind bidder on the Services Agreement Form.
- 3. Bidder shall thoroughly examine and complete the entire bid.
- 4. All bids shall be submitted in original plus three (3) copies, and in sealed envelopes.
- 5. Bidders are advised that all Town contracts are subject to legal requirements provided for in the Town Code and all other applicable law. The Town is not bound until the appropriate contract is executed by Town and approved by legal counsel of Town.

## 7. DESCRIPTION OF SUPPLIES

Any manufacturers name, trade name, brand name, or catalog number used in the documents are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE UNLESS SO STATED. Bids will be considered for any brand which meets the quality of the specifications for any item used. All materials supplied by Contractor must be new, first rate quality, and up to the standard customarily used in the industry.

### 8. SUBMISSION OF BIDS

Bids shall be enclosed in sealed envelopes addressed to the Town Clerk, Town of Lauderdale-By-The-Sea. The name and address of the bidder, the date and hour of the bid opening and the bid title should be placed on the outside of the envelope.

Unless otherwise indicated, all bids received may be awarded on partial or full basis.

#### 9. WITHDRAWAL OF BID

Bids may be withdrawn prior to the time set for bid opening. Such request must be in writing, addressed to the Town Clerk.

#### 10. LATE BIDS OR MODIFICATION

Bids and modifications received after the time set for the bid opening will not be considered. Modifications in writing received prior to the time set for the bid opening will be accepted, provided they are in conformance with all requirements set forth herein.

# 11. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

Bidders shall comply with all local, state and federal directives, orders and laws as applicable to this bid and any subsequent contract(s) including, but not limited to:

- 1. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246, as applicable.
- 2. Minority Business Enterprises (MBE), as applicable.
- 3. Occupational Safety and Health Act (OSHA), as applicable.

## 12. INSURANCE REQUIREMENTS

Contractor shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance, including Workers' compensation insurance, employer's liability insurance, and comprehensive liability insurance as indicated below:

General Aggregate	\$1,000,000.00
Products-Comp/Op Agg.	\$1,000,000.00
Personal & Adv. Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Fire Damage (any one fire)	\$50,000.00
Med Expense (any one person)	\$5,000.00

The policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. Contractor shall specifically protect the Town and the Town of Lauderdale By-The-Sea Commissioners by naming said as additional insured under the Comprehensive Liability Insurance Policy. Contractor shall provide to Town a Certificate of insurance or a copy of all insurance policies required by Town. Town reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that Town shall be given thirty (30) days notice prior to expiration or cancellation of the policy.

#### 13. COLLUSION

The bidder, by affixing his/her signature to his/her/its bid, agrees to the following: "Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

#### 14. VARIANCE IN CONDITIONS

Any and a	ll special	conditions	and	specifications	attached	hereto	as a	an	Exhibit	shal
govern ove	r the pro	visions here	ein.	Exhibits attach	ed:					

## 15. APPROPRIATIONS CLAUSE

If performance of the contract or delivery extends beyond the current fiscal year (which ends on September 30) the contract shall be contingent upon the availability of funds appropriated for such purposes in the Town's annual budget for the next succeeding fiscal year.

## 16. CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS:

If any person contemplating submitting a bid is in doubt as to the meaning or interpretation of the specifications or any provision hereof or the bid documents or any part thereof, he may submit to the Town Clerk on or before five (5) calendar days prior to the scheduled opening, a request for information. All such requests for information shall be made in writing and the person submitting the request will be responsible for prompt delivery. Any interpretations provided, if made, will be made only by addendum duly issued. The Town will attempt to provide a copy of such addendum to each person receiving the Invitation to Bid. The Town will not be responsible for any other explanation or interpretation prior to the award of the contract. Any objection to the specifications and requirements as set forth in the bid must be filed in writing with the Acting Municipal Services Director on or before five (5) calendar days prior to the scheduled opening.

#### 17. DISCOUNTS:

- A. Bidder may offer a cash discount for prompt payment; however, such discount shall not be considered in determining the lowest cost for bid evaluation. Bidders are encouraged to reflect cash discounts in the unit price quoted.
- B. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

#### 18. AWARD OF CONTRACT:

- A. The contract will be awarded to the lowest responsive and responsible bidder whose bid, conforming to the Invitation to Bid, is most advantageous to the Town, prices and other factors considered.
- B. The Town reserves the right to accept and award item by item, and/or by group or in the aggregate, unless the bidder qualifies his bid by specified limitations.

- C. If two or more bids received are for the same total amount or unit price, quality and service being equal, the contract will be awarded to the bidder that maintains an office inside the Town limits. When no bidder maintains an office within the Town, an office maintained within Broward County will be the determining factor. When neither condition exists, bids for identical amounts will be determined by the drawing of lots in public by the Town Clerk.
- D. Prices quoted must be f.o.b. Town with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.

## 19. TRAVEL AND REIMBURSABLE OUT OF POCKET EXPENSES:

No travel and/or reimbursable expenses shall be allowed unless specifically stated.

#### 20. LOCATION OF CLAIMS

This Invitation to Bid and all actions thereunder shall in all respects be governed by and interpreted and enforced pursuant to the laws of the State of Florida. Any suit arising out of this bid or the resulting contract shall be brought in Broward County, Florida.

#### 21. EXPENSES AND DELAY

The Town shall have no liability to the bidder for any expenses incurred in response to this Invitation to Bid or for any damages to the bidder for delay or interruption of any services performed under any resulting contract. The bidder's sole and exclusive remedy for any such delay, if any, shall be an extension of the time required or allowed to complete the services. In order to obtain an extension of time, the bidder shall request same of the Town in writing within 24 hours of any delay or interruption.

IF A TABULATION OF BID IS DESIRED, PLEASE ENCLOSE A SELF- ADDRESSED STAMPED ENVELOPE WHEN SUBMITTING YOUR BID.

# SPECIFICATIONS FOR STREET LIGHT MAINTENANCE SERVICES

PARTI GENERAL

- 1.1 DESCRIPTION OF WORK: (Scope of work)
  Furnishing the necessary equipment, labor and materials for the performance of the Street Light Maintenance Services Agreement, utilizing unit price contracting as outlined herein:
  - A. Notify the Office of the Municipal Services Director upon arrival prior to the performance of any service work; obtain signatures from appropriate city personnel verifying the amount of time spent on Street Light Maintenance, repairs and services in the various buildings or departments.
  - B. Street Light Maintenance Services authorized and approved as needed, at any hour, on any day, when called between 8:00 a.m. 5:00 p.m., excluding holidays, and as outlined below:
    - 1. Emergency service will be available on Christmas, New Year's Day, July 4<sup>th</sup>, and Easter at any hour at an <u>overtime surcharge</u> above the normal hourly rate for technicians as stated in the bid.
    - 2. Emergency service will be available after hours (when called after 5:00 p.m. and before 8:00 a.m. weekdays) at any hour at the normal hourly rate for technicians as stated in the bid. Only holidays noted above are subject to additional charge.
  - C. Services Provided
    - 1. The Town of Lauderdale-By-The-Sea shall be given preferential service. Service calls will be made the same workday that a work order is issued.
    - 2. Bidder must maintain an office in Broward County and provide response time of one hour or less from the time Contractor is notified by the Town in emergencies.

Dated this day of, 2010.
TOWN OF LAUDERDALE-BY-THE-SEA
Dv.
By: Esther Colon, Town Manager

## BID FORM STREET LIGHT MAINTENANCE SERVICES

TO: The Town Of Lauderdale-By-The-Sea

4501 Ocean Drive

Lauderdale-By-The-Sea, Florida 33308

PROJECT TITLE: STREET LIGHT MAINTENANCE SERVICES

BIDDER:

Bidder's authorized Contact person:

Telephone:

Lighting Management Co luc

Michael T Clifton

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# BIDDERS DECLARATION AND UNDERSTANDING

The bidder agrees to furnish necessary equipment, materials, and personnel to perform Street Light Maintenance Services and repairs (emergency and otherwise) for the Town of Lauderdale By-The-Sea (Town) as required. The bidder declares he has used all data which he believes pertinent from the Town and other sources in arriving at his conclusions. The bidder agrees to perform all Street Light Maintenance Services as required on all Town owned or leased properties and equipment, or as directed by the Town.

#### UNIT PRICE BID

The bidder shall accept, as full payment for the work proposed herein, the amounts and unit prices listed herein during the term of the contract. The prices quoted are for work performed during regular working hours, weekends and after hours. A holiday surcharge as stated herein is the only occasion for which there is an acceptable overtime surcharge above the rate for services performed. Holiday work may or may not be called for by the Town. All bids must be submitted on the prescribed form enclosed herein.

SERVICES PURSUANT TO THIS CONTRACT WILL BE USED FOR ROUTINE AND EMERGENCY MAINTENANCE AND REPAIRS IN AMOUNTS NOT TO EXCEED \$3,000.00 PER OCCURANCE.

# STREET LIGHT MAINTEANCE CONTRACT RATES

# REGULAR HOURLY RATE

HOURLY RATE FOR SERVICES DURING REGULAR BUSINESS HOURS

JOURNEYMAN \$ 6500 HELPER \$ 1 A

HOURLY SURCHARGE FOR SERVICES AFTER REGULAR BUSINESS HOURS

JOURNEYMAN \$ 97.50

HELPER \$ n A

THE HOURLY SURCHARGE FOR SERVICES DURING HOLIDAYS AS OUTLINED IN THE AGREEMENT

JOURNEYMAN \$ 130.00 HELPER \$ 0 A

MARK-UP ON MATERIALS AT COST, EXCLUDING SALES TAX, SHIPPING & HANDLING

%<u>25</u>

HOURLY RATE FOR THE USE OF A 40' LIFT BUCKET \$ per hour

# EXPERIENCE OF BIDDER

The bidder states that he is an experienced contractor and has provided similar services within the last 5 years.

(List similar services, with types, names of clients, project costs, and at least three business references, including phone numbers. Use additional sheets if necessary.)

Listing Ganagement hav provided Street	t. Lim.Tu
Lighting Clanagement has provided Street Maintenance to the following citic	<u> </u>
John of Landudale by the Sea from November 2007 to april 20	29
Jour of Dave from June 2005 and currently ste providing service.	u
Please see attached sheets:	

# LIGHTING MANAGEMENT CO P. O. Box 23690 Fort Lauderdale, FL 33307 (954) 942-4223 literepair@aol.com

Lighting Management Company is a state certified licensed electrical contractor specializing in parking lot lighting maintenance, as well as sign repair for the past twenty years in Dade, Broward, and Palm Beach Counties.

Listed below is a brief summary of several services performed by Lighting Management:

- 1. Fully stocked and radio equipped bucket trucks
- 2. Number all exterior poles
- 3. Replacement of lamps and ballast
- 4. Guarantee of lamps for six months
- 5. Guarantee of ballast for one year
- 6. Cleaning of fixture lenses
- 7. 24 Hour Emergency Service 954-325-7226
- 8. Detailed computerized job location work orders which in turn saves time and money for our valued customers.

The cost of performing maintenance on fixtures is \$80.00 per hour (one hour minimum) for a licensed electrical technician and 37 or 50 foot bucket truck, plus the cost of materials.

We specialize in customer service and quality work and look forward to the opportunity of working with you in the future.

Thank you,

Michael T. Clifton

President

Email: literepair@aol.com

Website: lightingmanagementco.com

# Lighting Management Co., Inc. P. O. Box 23690 Fort Lauderdale, FL 33307 954-942-4223

# **JANUARY 2, 2010**

Listed below are prices for commonly used lamps and ballast subject to change.

# PRICE LIST FOR LAMPS AND BALLAST

# **METAL HALIDE**

<u> IST</u>
)
)

# **METAL HALIDE COMPACT**

LAMP		BALLAST
400 WATT COMPACT 1000 WATT COMPACT	\$71.15 \$89.65	

## **HIGH PRESSURE SODIUM**

LAMP		BALLAST
150 WATT	\$36.60	\$120.70
250 WATT	\$36.60	\$179.35
400 WATT	\$37.60	\$202.40
1000 WATT	\$107.15	\$279.05

#### DATE (MM/DD/YYYY) CERTIFICATE OF LIABILITY INSURANCE OPID AA LIGHT-2 ACORD. 09/11/09 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION PRODUCER ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR Kahn-Carlin & Company, Inc. ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. 3350 S. Dixie Highway Miami FL 33133-9984 Fax: 305-448-3127 Phone: 305-446-2271 **INSURERS AFFORDING COVERAGE** NAIC# INSURED 33472 INSURER A: FCCI Commercial Insurance Co 20141 INSURER B: National Trust Insurance Co 10178 INSURER C: FCCI Insurance Company Lighting Management Company P O Box 23690 Ft. Lauderdale FL 33307 INSURER D: INSURER E: COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
Г		GENERAL LIABILITY				EACH OCCURRENCE	\$ 1000000
A	Ιſ	X COMMERCIAL GENERAL LIABILITY	CPP00015457	09/30/09	09/30/10	DAMAGE TO RENTED PREMISES (Ea occurence)	\$ 100000
]		CLAIMS MADE X OCCUR				MED EXP (Any one person)	\$ 5000
}						PERSONAL & ADV INJURY	\$1000000
1	-					GENERAL AGGREGATE	\$ 2000000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ 2000000
l	l	POLICY PRO- LOC					
A	l 1-	AUTOMOBILE LIABILITY  X ANY AUTO	CA00064215	09/30/09	09/30/10	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000
		ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	\$
		HIRED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per accident)	<b>s</b>
					:	PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		ANY AUTO				OTHER THAN EA ACC	\$
<b>[</b> [						AUTO ONLY: AGG	\$ :
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$ 2000000
в		OCCUR CLAIMS MADE	UMB00008108	09/30/09	09/30/10	AGGREGATE	\$ 2000000
							\$
		DEDUCTIBLE					\$
	1	RETENTION \$10000					\$
		ERS COMPENSATION AND				X TORY LIMITS OTH-	
С	EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE		49827	09/30/09	09/30/10	E.L. EACH ACCIDENT	\$ 500000
	OFFICER/MEMBER EXCLUDED?			1	ţ	E.L. DISEASE - EA EMPLOYEE	\$ 500000
	If yes, SPECI	describe under AL PROVISIONS below				E.L. DISEASE - POLICY LIMIT \$ 500000	
	OTHE	₹					
				}	ì		
2556		N OF OBERATIONS / LOCATIONS / VEHIC	EC / EVOLUCIONS ADDED BY ENDOR	SEMENT / SPECIAL PROV	/ISIONS		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CER	TIFICA	TE	HOLE	DER

CANCELLATION

TOWN-28

Town of Lauderdale-by-the-Sea 4501 Ocean Drive Lauderdale-by-the-Sea FL 33308

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

ACORD 25 (2001/08)

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

#### **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

# EXPERIENCE OF BIDDER REFERENCES

S E SHOPPING CENTERS ROBERT VALLE 7050 W PALMETTO PARK RD #51 BOCA RATON, FL. 33433 561-347-0888

SOUTH FLORIDA TRI-RAIL SYSTEM LAURAN MEHALIK MEHALIKL@SFRTA.FL.GOV 954-553-8437

RAMCO-GERSHENSON PROP ISABELLE FELDMAN ONE FEDERAL HWY SUITE #201 BOCA RATON, FL. 33432 561-208-1802

EQUITY ONE REAL ESTATE MGMT JANE SCHOR 1696 NE MIAMI GARDENS DR N MIAMI BCH., FL. 33179

NORTH RIDGE MEDICAL CENTER SCOTT LARUSSO 5757 N DIXIE HWY FT LAUDERDALE, FL. 33334 954-776-6000

BROWARD COMMUNITY COLLEGE SEAN DEVANEY 7200 PINES BLVD PEMBROKE PINES, FL. 33024 954-201-8924

AL SIEFERT ELECTRIC AL SIEFERT 2319 SE 10 ST POMPANO BCH., FL. 33062 954-493-9411

# STATEMENT OF NO BID

Note: If you do not intend to submit a bid, please return this form ONLY.

TO: "Street Light Maintenance Services Agreement 2010"
Office of the Town Clerk
Town of Lauderdale By-The-Sea
4501 Ocean Drive
Lauderdale By-The-Sea, FL. 33308

We, the undersigned, have declined to submit a Bid on the above noted Invitation to Bid fo the following reasons:
Insufficient time to respond to the Invitation To Bid
Do not offer this service
Our schedule will not permit us to perform
Unable to meet specifications
Specifications unclear (Please explain below)
Remove us from the Town of Lauderdale By-The-Sea's, "Bidder's Mailing List"
Other (Please specify below)
REMARKS:
We understand that if a "no bid" statement is not returned, our name may be removed from the list of vendors of the Town of Lauderdale-By-The-Sea.
COMPANY NAME:
SIGNATURE:
DATE: TELEPHONE:

# PART 2 AGREEMENT FORMS

#### STREET LIGHT MAINTENANCE SERVICES AGREEMENT

This	Street Light Maintenance Services Agreement, made and entered into this day
	, 2010, by and between the Town of Lauderdale By-The-Sea
here	inafter called the "Town" and Lighting Management to line hereinafter called the
	tractor."
; WITI	NESSETH:
÷	•
	Contractor, in consideration of the sum to be paid to him by the Town, and other good valuable consideration, hereby agrees with the Town as follows:
1.	Contractor, as an independent contractor, at its own cost and expense, shall perform the work as authorized by written Work Order issued by the Town, and shall provide al materials, tools, labor, appliances, machinery and appurtenances necessary to perform the authorized services.
2.	All work shall be performed in a professional manner and form as required by all applicable federal, state, and local rules, regulations, laws, codes, and ordinances, and in accordance with the contract documents (the "Contract Documents") which are fully incorporated herein and made a part of this Contract for all purposes and are as follows:
	Invitation To Bid and response by Contractor; General Conditions; Street Light Maintenance Services Requirements and Agreement; Agreement Forms; Work Orders provided hereunder.
3.	No promise or guarantee is expressed or implied as to the total quantity of services to be procured from Contractor. Furthermore, Town may, at any time, in its sole discretion during the term of this Contract, procure the services of other contractors for any services within the scope of this Contract.

- 4. Upon completion of the services authorized by a Work Order, Contractor shall submit written statements identifying the Work Order number, the nature of the work performed including job functions for each Work Order, the number of hours spent on the project, and an itemized statement of all costs and expenses associated therewith.
- 5. Town shall make payment to Contractor within thirty (30) days from the date of receipt of a correct and approved written invoice for payment.
- 6. Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during any applicable warranty period of materials furnished and during the term of this Contract and for thirty days thereafter.

7. The Contractor shall indemnify, defend and hold harmless the Town, its officers, and employees from liabilities, damages, losses, and costs; including, but not limited to, attorney's fees at any level, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct or failure to act of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

In the event that any action or proceeding is brought against the Town by reason of such claim or demand, Contractor shall, upon written notice from the Town of Lauderdale-By-The-Sea, resist and defend such action or proceeding by counsel satisfactory to the Town of Lauderdale-By-The-Sea. The indemnification shall obligate Contractor to defend at its own expense to and through appellate, supplemental, or bankruptcy proceeding, or to provide for such defense, at the Town's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the Town, whether performed by Contractor, or persons employed or utilized by Contractor.

The Contractor's obligation herein shall not be limited in any way by the agreed upon Contract price or amounts as shown in this Contract, nor by the Contractor's limit of or lack of sufficient insurance coverage.

The parties understand and agree that the covenants and representations Contract relating to this indemnification provision shall serve the term of this Contract and continue in full force and effect as to the Contractor's responsibility to indemnify.

- 8. This Contract is for a two (2) year term from the date of execution by the parties. One (1) single-year extension on the same terms and conditions, and at the prices provided herein, is available to Town if Town provides written notice to Contractor two (2) months prior to the Contract expiration.
- 9. In the event Contractor shall fail to perform the work as authorized by Town to the satisfaction of Town, or shall fail to perform the work in accordance with the terms and conditions of the Contract Documents, Town shall have the option (but is not required) to terminate this Contract upon written notice of termination to Contractor.
- 10. Contractor may not assign this Contract, and any changes to the terms of this Contract must be contained in a written amendment, executed by the parties hereto.
- 11. This Contract does not create an employee/employer relationship between the parties. It is the intent of the parties that Contractor is an independent contractor under this Contract and not the TOWN's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law.
- 12. Contractor shall provide evidence of insurance to the Town that complies with the insurance laws of the State of Florida, including workers compensation insurance as

required by law, and liability insurance as required in the bid requirements and information, part 1, section 12, page 5.

General Aggregate	\$1,000,000.00
Products-Comp/Op Agg.	\$1,000,000.00
Personal & Adv. Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Fire Damage (any one fire)	\$50,000.00
Med. Expense (any one person)	\$5,000.00

- The Contract Documents as described herein, together with any exhibits, constitute the final and entire agreement between the Contractor and Town and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding this Contract shall be deemed to exist or to bind either party, unless same be in writing, dated subsequent to the date hereto, and duly executed by the party to be charged.
- 14. Should any provision, paragraph, sentence, word, or phrase contained in this document be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, and the remainder shall remain unmodified and in full force and effect.
- 15. The Town and Contractor knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in state and or federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon this Contract and/ arising out of, under, or in connection with the services performed hereunder, or any course of conduct, course of dealing, statements or actions or inactions of any party hereto.
- 16. If either the Town or Contractor is required to enforce the terms of this Contract by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties have made and executed this Contract on the respective dates under each signature.

Approved As To Form: _	
	Susan Trevarthen, Town Attorney

#### TOWN OF LAUDERDALE BY-THE-SEA, FLORIDA

Esther Colon, Town Manager	Date:	<del></del>

CONTRACTOR	
Lighting Managment Co	lne
By: Michael T. Clifton	Date: 4-5-2010
Michael T Cliffm	Title: President
Print Name	

#### WORK ORDER

WORK ORDER		DATE:	
TIME IN:	·	TIME OUT:	
COMMENTS:			

#### ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA	) : SS
COUNTY OF BROWARD	)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Lauderdale-By-The-Sea as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: Michael T. Clifton

Sworn and subscribed before me this

5th day of april, 2010

NOTARY PUBLIC, State of Florida

DAWN ANN BOULIS
MY COMMISSION # DD 579660
EXPIRES: November 1, 2010
Bonded Thru Notary Public Underwriters

My Commission Expires: 11-1-2010

## SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICE AUTHORIZED TO ADMINISTER OATHS.

1.	This sworn statement is submitted with Bid, Bid or Contract No. $\underline{TTB \# 10-03}-02$	-
	Town of Lauderdale by the Sea for Street Light Maintenas	n
	Services agreement 2010	
	The Management of the Management of Contract of the Management of Contract of the Management of Contract of the Management of the Manageme	
2.	This sworn statement is submitted by Jighting Management Colhe (name of entity submitting sworn statement)	
	whose business address is 1605 W Mc Nab Rd	
	Pumpano Beach, 31. 33069 and (if applicable)	
	its Federal Employer Identification Number (FEIN) is 65-604-1159 (If	
	the entity has no FEIN, include the Social Security Number of the individual signing	
	this sworn statement.)	
3.	My name is Michael T. Clifton and	
:	my relationship to Signtency Management Co law (please Print name	
	of individual signing) the entity named above is	
	President overer_	

- 4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be Provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
- I understand that "convicted" or "conviction" as defined in Paragraph 287.133(I)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- 6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means

- 1. A Predecessor or successor of a person convicted of a public entity crime: or
- 2. An entity under the control of any natural person who is active in the management of t entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the Preceding 36 months shall be considered an affiliate.
- 7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the Provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 8. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

✓ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with no convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

There has been a Proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent Proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the

hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Michael T. Clifton (signature)
(signature)
4-5-2010
(date)

STATE OF Florida

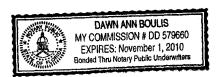
COUNTY OF Broward

PERSONALLY APPEARED BEFORE ME, the undersigned authority, after first, being sworn by. me. affixed Michael T Wheten in the space provided above on this 5

(name of individual signing)

\_\_, 201() . day of /www.l.

My commission expires:



## Signal Technology Inc.

#### **Invitation To Bid**

## STREETLIGHT MAINTENANCE SERVICES AGREEMENT 2010

ISSUE DATE: March 10, 2010

ITB # 10-03-02

MAIL OR DELIVER BIDS TO:

JUNE WHITE, TOWN CLERK

TOWN OF LAUDERDALE-BY-THE-SEA

4501 OCEAN DRIVE

LAUDERDALE-BY-THE-SEA, FLORIDA 33308

(954) 776-0576

BIDS MUST BE RECEIVED NO

LATER THAN: 2:00 P.M. April 8, 2010

Bid Opening 2:00 P.M.



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#### To: All Prospective Bidders:

Town of Lauderdale-By-The-Sea Bid for Street Light Maintenance Services 2010 contains the following documents:

#### Part 1 Bid Requirements and Information

Invitation To Bid		1
Street Light Maintenance Bid Form		
Specifications		
Street Light Maintenance Services Bid		
Statement of No Bid	1	3

#### Part 2 Agreement Forms

Street Light Maintenance Services Agreement	16
Sample Work Order	19
Anti-Kickback Affidavit	20
Public Entity Crimes Form	

Please review your bid package to ensure that it contains all of these documents. For further information pertaining to this Street Light Maintenance Services Agreement or to obtain copies of any missing document(s), please call (954) 776-0576.

If your firm determines that a "No Bid" response is required, please complete and return the "Statement of No Bid". Firms submitting a bid should ensure that the following documents are completed, certified, and returned as instructed: Bid Form, Street Light Maintenance Services Form, Street Light Maintenance Services Contract Rates Form, Experience of Bidder Form, Anti-Kickback Affidavit, Public Entities Crimes Form, and all licenses required.

## PART 1

# BID REQUIREMENTS AND INFORMATION

#### INVITATION TO BID

Sealed Bids for the Street Light Maintenance Services Agreement 2010, addressed to the Town of Lauderdale-By-The-Sea (the "Town"), will be received at the office of the Town Clerk, Town of Lauderdale-By-The-Sea, Florida, 33308 until **2:00** p.m., local time, on the 8<sup>th</sup> day of April, 2010, and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

The project consists of furnishing the necessary equipment, labor, and materials for the performance of Street Light Maintenance Services and repair services for the Town's Street Light equipment and systems.

One (1) original and (3) copies of the bid are to be enclosed in a sealed envelope clearly marked on the outside "STREET LIGHT MAINTENANCE SERVICES AGREEMENT 2010 ITB #10-03-02" and delivered to:

JUNE WHITE, TOWN CLERK
TOWN OF LAUDERDALE BY-THE-SEA
4501 OCEAN DRIVE
LAUDERDALE-BY-THE-SEA, FLORIDA 33308

Each Bid must be submitted on the prescribed forms:

Within ten (10) calendar days after the Notice of Award, the successful bidder will be required to furnish documentation showing compliance with the licensing requirements of the Code of Ordinances of the Town, the State of Florida and applicable federal law. Compliance with these provisions is a prerequisite to execution of the contract. Specifically, within ten (10) calendar days after the Notice of Award, the successful bidder must demonstrate that they meet the requirements stated herein.

#### 1. LICENSES

All licenses or certificates required by federal, state or local statutes or regulations and applicable to performance as required must be in full force and in effect and evidence thereof shall be provided to Town.

#### DOCUMENTATION

Bidder must have evidence of: i) a valid Certificate of Competency issued by the Director of the Town Building and Zoning Department, and ii) all applicable state and local licenses required to perform pursuant to the bid, including, without limitation, any licenses listed below. All the foregoing shall be maintained throughout the contract term.

	 <del></del>	·	 	

#### BONDS AND INSURANCE

All bid bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the surety or insurance company having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said surety or insurance company shall be duly licensed and qualified to do business in the State of Florida.

#### 4. QUALIFICATIONS

Before a contract will be awarded for the work contemplated herein, the Town may, at its option, conduct such investigation as is necessary to determine the performance record and ability of the bidder to perform the type and magnitude of work specified herein. Upon request, the bidder shall submit such information as deemed necessary by the Town to evaluate the bidder's qualifications.

#### 5 REJECTION OF BIDS

For information concerning the scope of the work, contact Don Prince, Municipal Services Director, Town of Lauderdale By-The-Sea, telephone: (954) 776-0576.

The Town may reject bids for any reason, including without limitation:

- (a) for budgetary reasons, or,
- (b). if the bidder mis-states, conceals, or omits any material fact in the bid, or,
- (c). if the bid does not strictly conform to the law or is non-responsive to the request bid requirements, or,
- (d). if the bid is conditional, or,
- (e). if a change of circumstances occurs making the bid unnecessary to the Town. The Town may also waive any minor informalities or irregularities in any bid.

#### 6. PREPARATION OF BIDS

Bids will be prepared and provided in accordance with the following:

1. Bids must be submitted on the forms furnished. Facsimile and electronic mail bids will not be considered. Other forms will be rejected.

- All information required by the bid form shall be furnished. The bidder shall print or type his/her name and provide the original signature of an individual authorized to bind bidder on the Services Agreement Form.
- 3. Bidder shall thoroughly examine and complete the entire bid.
- 4. All bids shall be submitted in original plus three (3) copies, and in sealed envelopes.
- 5. Bidders are advised that all Town contracts are subject to legal requirements provided for in the Town Code and all other applicable law. The Town is not bound until the appropriate contract is executed by Town and approved by legal counsel of Town.

#### 7. DESCRIPTION OF SUPPLIES

Any manufacturers name, trade name, brand name, or catalog number used in the documents are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE UNLESS SO STATED. Bids will be considered for any brand which meets the quality of the specifications for any item used. All materials supplied by Contractor must be new, first rate quality, and up to the standard customarily used in the industry.

#### 8. SUBMISSION OF BIDS

Bids shall be enclosed in sealed envelopes addressed to the Town Clerk, Town of Lauderdale-By-The-Sea. The name and address of the bidder, the date and hour of the bid opening and the bid title should be placed on the outside of the envelope.

Unless otherwise indicated, all bids received may be awarded on partial or full basis.

#### 9. WITHDRAWAL OF BID

Bids may be withdrawn prior to the time set for bid opening. Such request must be in writing, addressed to the Town Clerk.

#### 10. LATE BIDS OR MODIFICATION

Bids and modifications received after the time set for the bid opening will not be considered. Modifications in writing received prior to the time set for the bid opening will be accepted, provided they are in conformance with all requirements set forth herein.

#### 11. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

Bidders shall comply with all local, state and federal directives, orders and laws as applicable to this bid and any subsequent contract(s) including, but not limited to:

- 1. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246, as applicable.
- 2. Minority Business Enterprises (MBE), as applicable.
- 3. Occupational Safety and Health Act (OSHA), as applicable.

#### 12. INSURANCE REQUIREMENTS

Contractor shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance, including Workers' compensation insurance, employer's liability insurance, and comprehensive liability insurance as indicated below:

General Aggregate	\$1,000,000.00
Products-Comp/Op Agg.	\$1,000,000.00
Personal & Adv. Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Fire Damage (any one fire)	\$50,000.00
Med .Expense (any one person)	\$5,000.00

The policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. Contractor shall specifically protect the Town and the Town of Lauderdale By-The-Sea Commissioners by naming said as additional insured under the Comprehensive Liability Insurance Policy. Contractor shall provide to Town a Certificate of insurance or a copy of all insurance policies required by Town. Town reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that Town shall be given thirty (30) days notice prior to expiration or cancellation of the policy.

#### 13. COLLUSION

The bidder, by affixing his/her signature to his/her/its bid, agrees to the following: "Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

#### 14. VARIANCE IN CONDITIONS

LBTS Street Light Maintenance Services Agreement 2010

Any and all special conditions and	d specifications attached hereto as an Exhibit sha	11
govern over the provisions herein.		

#### APPROPRIATIONS CLAUSE

If performance of the contract or delivery extends beyond the current fiscal year (which ends on September 30) the contract shall be contingent upon the availability of funds appropriated for such purposes in the Town's annual budget for the next succeeding fiscal year.

#### 16. CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS:

If any person contemplating submitting a bid is in doubt as to the meaning or interpretation of the specifications or any provision hereof or the bid documents or any part thereof, he may submit to the Town Clerk on or before five (5) calendar days prior to the scheduled opening, a request for information. All such requests for information shall be made in writing and the person submitting the request will be responsible for prompt delivery. Any interpretations provided, if made, will be made only by addendum duly issued. The Town will attempt to provide a copy of such addendum to each person receiving the Invitation to Bid. The Town will not be responsible for any other explanation or interpretation prior to the award of the contract. Any objection to the specifications and requirements as set forth in the bid must be filed in writing with the Acting Municipal Services Director on or before five (5) calendar days prior to the scheduled opening.

#### 17. DISCOUNTS:

- A. Bidder may offer a cash discount for prompt payment; however, such discount shall not be considered in determining the lowest cost for bid evaluation. Bidders are encouraged to reflect cash discounts in the unit price quoted.
- B. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

#### 18. AWARD OF CONTRACT:

- A. The contract will be awarded to the lowest responsive and responsible bidder whose bid, conforming to the Invitation to Bid, is most advantageous to the Town, prices and other factors considered.
- B. The Town reserves the right to accept and award item by item, and/or by group or in the aggregate, unless the bidder qualifies his bid by specified limitations.

IRTS	Street	Light	Maintan	anca (	Sanvicas	Agreement	2010
LDIO	301666	LIZHL	wannen	ance:	761 A11 67	AULEBUIEU	717117

- C. If two or more bids received are for the same total amount or unit price, quality and service being equal, the contract will be awarded to the bidder that maintains an office inside the Town limits. When no bidder maintains an office within the Town, an office maintained within Broward County will be the determining factor. When neither condition exists, bids for identical amounts will be determined by the drawing of lots in public by the Town Clerk.
- D. Prices quoted must be f.o.b. Town with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.

#### 19. TRAVEL AND REIMBURSABLE OUT OF POCKET EXPENSES:

No travel and/or reimbursable expenses shall be allowed unless specifically stated.

#### 20. LOCATION OF CLAIMS

This Invitation to Bid and all actions thereunder shall in all respects be governed by and interpreted and enforced pursuant to the laws of the State of Florida. Any suit arising out of this bid or the resulting contract shall be brought in Broward County, Florida.

#### 21. EXPENSES AND DELAY

The Town shall have no liability to the bidder for any expenses incurred in response to this Invitation to Bid or for any damages to the bidder for delay or interruption of any services performed under any resulting contract. The bidder's sole and exclusive remedy for any such delay, if any, shall be an extension of the time required or allowed to complete the services. In order to obtain an extension of time, the bidder shall request same of the Town in writing within 24 hours of any delay or interruption.

IF A TABULATION OF BID IS DESIRED, PLEASE ENCLOSE A SELF- ADDRESSED STAMPED ENVELOPE WHEN SUBMITTING YOUR BID.

## SPECIFICATIONS FOR STREET LIGHT MAINTENANCE SERVICES

#### PARTI GENERAL

- 1.1 DESCRIPTION OF WORK: (Scope of work)

  Furnishing the necessary equipment, labor and materials for the performance of the Street Light Maintenance Services Agreement, utilizing unit price contracting as outlined herein:
  - A. Notify the Office of the Municipal Services Director upon arrival prior to the performance of any service work; obtain signatures from appropriate city personnel verifying the amount of time spent on Street Light Maintenance, repairs and services in the various buildings or departments.
  - B. Street Light Maintenance Services authorized and approved as needed, at any hour, on any day, when called between 8:00 a.m. 5:00 p.m., excluding holidays, and as outlined below:
    - 1. Emergency service will be available on Christmas, New Year's Day, July 4<sup>th</sup>, and Easter at any hour at an <u>overtime surcharge</u> above the normal hourly rate for technicians as stated in the bid.
    - 2. Emergency service will be available after hours (when called after 5:00 p.m. and before 8:00 a.m. weekdays) at any hour at the normal hourly rate for technicians as stated in the bid. Only holidays noted above are subject to additional charge.

#### C. Services Provided

- 1. The Town of Lauderdale-By-The-Sea shall be given preferential service. Service calls will be made the same workday that a work order is issued.
- 2. Bidder must maintain an office in Broward County and provide response time of one hour or less from the time Contractor is notified by the Town in emergencies.

Dated this day of, 2010.
TOWN OF LAUDERDALE-BY-THE-SEA
By: Esther Colon, Town Manager

#### BID FORM STREET LIGHT MAINTENANCE SERVICES

TO: The Town Of Lauderdale-By-The-Sea 4501 Ocean Drive Lauderdale-By-The-Sea, Florida 33308

PROJECT TITLE: STREET LIGHT MAINTENANCE SERVICES

Signal Technology and Installation Corp.
Jeffrey M Kleiss
954-327-2434

#### **BIDDERS DECLARATION AND UNDERSTANDING**

The bidder agrees to furnish necessary equipment, materials, and personnel to perform Street Light Maintenance Services and repairs (emergency and otherwise) for the Town of Lauderdale By-The-Sea (Town) as required. The bidder declares he has used all data which he believes pertinent from the Town and other sources in arriving at his conclusions. The bidder agrees to perform all Street Light Maintenance Services as required on all Town owned or leased properties and equipment, or as directed by the Town.

#### UNIT PRICE BID

The bidder shall accept, as full payment for the work proposed herein, the amounts and unit prices listed herein during the term of the contract. The prices quoted are for work performed during regular working hours, weekends and after hours. A holiday surcharge as stated herein is the only occasion for which there is an acceptable overtime surcharge above the rate for services performed. Holiday work may or may not be called for by the Town. All bids must be submitted on the prescribed form enclosed herein.

SERVICES PURSUANT TO THIS CONTRACT WILL BE USED FOR ROUTINE AND EMERGENCY MAINTENANCE AND REPAIRS IN AMOUNTS NOT TO EXCEED \$3,000.00 PER OCCURANCE.

LBTS Street Light Maintenance S	Services Agreement	2010
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#### STREET LIGHT MAINTEANCE CONTRACT RATES

#### REGULAR HOURLY RATE

HOURLY RATE FOR SERVICES DURING REGULAR BUSINESS HOURS

JOURNEYMAN \$ 65.00 HELPER \$ 45.00

HOURLY SURCHARGE FOR SERVICES AFTER REGULAR BUSINESS HOURS

JOURNEYMAN \$ 25.00 HELPER \$ 15.00

THE HOURLY SURCHARGE FOR SERVICES DURING HOLIDAYS AS OUTLINED IN THE AGREEMENT

JOURNEYMAN \$ 50.00 HELPER \$ 25.00

MARK-UP ON MATERIALS AT COST, EXCLUDING SALES TAX, SHIPPING & HANDLING

%<u>17.5</u>

HOURLY RATE FOR THE USE OF A 40' LIFT BUCKET \$35.00 per hour

#### **EXPERIENCE OF BIDDER**

The bidder states that he is an experienced contractor and has provided similar services within the last 5 years.

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#### SCHEDULE 18

			dress 2	City	State	ZIP Code	Contact	Phone
Job		Location		Fort Lauderdale	FL	133309	Robert Riling	
	McArthur High School	6501 Hollywood Blvd.		Ft. Lauderdale	IFL	33301	Andres Rodriguez	1051 075 1055
	City of Pembroke Pines	Pines Blvd, & Flamingo Rd.	: Service Plaza	Ocoee	IFL	34761	Sam Norris	954-975-4855
	190773-1-52-06/E8G59	F! Turnpike at Mile Post 11.34 on the HEFT	<u> </u>	Tamarac	IFL	33309	Phillip Kroyman	
	Brow Elem School "Y"	SW 148 Ave, between Bass Creek Rd. and Coventry Court	tree Road, N.E.	Allanta	IFL .	130326	James L. Sligar	954-680-8005
	05-K-491-0061	CarMax - Sample Road	· · · · · · · · · · · · · · · · · · ·	Weston	IFL.	133332	Armando Cardona Amy Hetzel	1854-000-0005
	Boca Raton #420118	Yamato Rd.; St. Andrews to Military Trail		Deerfield Bch	IFL	33442	Juan Hemandez	561-793-9400
	DR Horton #03-20401	Congress Ave & Canopy Lane/Sierra Bay		West Palm Beach		33416 33071	Steve Fike	1 101-793-9400
	406092-1-52-01/E8F16	SR-91(Fla Tumpike); Atlantic Ave to Lantana Toll Plaza	·	Coral Springs	FL		Tom Reiner	_
	Quantum Park & Village	Galeway Blvd. & Quantum Lane (Intersection #43845)		Medley	FL	33166	John Morris	305-829-0700
	228157-1-52-01/14077	SR-816(Oakland Park Blvd.); University Dr. to Fla. Turnpike	···	West Palm Beach		33411		1954-680-8005
	228851-1-52-01/E4G91	SR-5(US 1 - In Martin County); MP 7.268 to MP9.171			FL	33332	Herb Newton Tina Pereira	305-829-0700
	336873	Holmberg Road and University Drive		Hialeah	FL	33018	Mike Vaides	1303-023-0700
	228269-1-52-01/T4031	SR-858(Hallandale Bch Blvd); Dixie Hwy to US 1		Hialeah			IVIKE VAICES	054400.0740
	249528-1-52-01/T6063	SR25/US27-NW/NE 36th St f NW 7th Ave to NE 7th Ave	<del></del> ,		FL	33073	ļ	954428-8712
	9510	FAU - Lee Street Roadway Improvements	- <u>-</u>	West Palm Beach		33401	Ben Hoadley	
904	44688006	6th Avenue South Improvements South "A" Street to Dixie Highway	_	Ft. Lauderdale	FL	33309	<u> </u>	954-486-1400
880	FDOT #H4155	Emergency Repair Mast Arms (Martin/St., Lucie)		Coral Springs	FL	33076	John	
	City of Weston #2005-02	Arvida Parkway & I-75 Exit Ramp	·		FL	32750	Dan Cramer	
	04-016	Sample Road and University Drive (One Charter Place)			FL		Herb Newton	954-680-8005
		· · · · · · · · · · · · · · · · · · ·					ILLIEUD IACAMODI	1004-000-0000
	Pembroke Pines # 4A	NW 172nd Avenue (Pines Blvd to Sheridan Street)	<del></del>		FL	33018		<del> </del>
881	Hollywood #DCRA 04-007	Young Circle Parking & Traffic Improvements			FL		Herb Newton	954-680-8005
913	Ft Lauderdale Project # 10946	Las Olas Blvd (Birch Road to SR AlA) Phase I Redevelopment	_	Deerfield Beach	FL	33441	Ben Coats	
921	MCM# L04318.03	Lyons Road and NW 75th Place		Miami Beach	FL	33139	Cesar Romero	
	Agua @2001100	63 Street & Allison Road			FL	33018	Norbert Garcia	305-829-0700
-					FL		George Brewster	
	MDX Design/Build 83605	SR-836 Extension Design/Build				33624	Dallas Fraser	<del>-  </del>
	249937-4-52-01 etc.	Miami Intermodal Center (MTAR)			FL		Armando Cardona	954-680-8005
	236806-3-52-01/E4H22	Eller Drive at US1 Design/Build					Chris Brown	1561-278-0456
	229781-1-52-01/T4087	Glades Road from NW 7th Ave to NW 2nd Ave					Ken Harris	130 1-270-0430
	231736-1-52-01/T4069	I-95 from McNab Road to South of Sample Road					Tina Pereira	305-829-0700
		Miramar Parkway and SW 172nd Avenue / 1-75 on Ramp					Ken Harris	303-023-0700
	2006-K-491-0010	Hallandale Beach Blvd and Layne Blvd					Ted Ferguson	
	06-032R	Miramar Parkway and SW 172nd Avenue (SW Corner)					Tina Pereira	305-829-0700
		SR-9(I-95); Paim Bch Lakes Blvd. to Blue Heron Blvd (93220)					Mark Mabee	1505-025-01-00
		Sawgrass Expy from Atlantic Blvd to Coral Ridge Dr Design/Build					Bill Clark	<del></del>
		SR AIA (Indian Creek Dr) from 63rd Street to Abbott Avenue					Bromley Kelly	<del></del>
		Broward Blvd and SW 24th Avenue					Tim Taylor	
		AIA North of Hallandale Beach Blvd					Ceasar Llano	
		SR AIA and MLK Improvements					Danny Weekley	954-680-8005
	Century Gardens Village LLLP	Kendall Dr. (SW 88 Street) & SW 152 Avenue, Miami, FL					Imran Khan	35-7-000-0000
		Davie Blvd from SW 9th Street to Federal Hwy (US1/SR5)					Felix Garcia	954-486-1400
		Hallandale Elementary (SW 3rd St and SW 8th St)					Greg Zembik	954428-8712
	21261-1-52-01 (E4iB5)	SR818/Griffin Road and SW 106th Ave Kendall Dr.(SW 88 Street) from SW 117th Ave to SR 874 Ramps					Tom Hanley	337720-01 12
		Lowe's Home Center @ 16140 SW 312 St, Homestead					Mike Hansen	
926		Walmart Supercenter 1916-04 in Coconut Creek					Steve Page	
927		SW 72nd Street and SW 157th Avenue					Joe Bracikowksi	
		Davie Blvd and SW 35th Ave (Publix)					Jorge Perez	1954-680-8005
		Dania Bch Blvd (SR AIA) from US1 (SR5) to Cambridge Street					Ceasar Llano	1
	28158-1-52-01 (T4149) DOT Permit 07-K-690-0018	SW 120th Street and SW 137th Avenue					Mike Guinaugh	<del>                                     </del>
		Woolbright Road and Hagen Ranch Road					Patrick Carothers	
		SW 62nd Ave and SW 73nd St					Ken Harris	
		The Village at Gulfstream Park (US1 and SE 9th St)					Mark Miller	T
		th Avenue Intersection Improvements at Palmetto Park Road					Tim Bulter	954-486-1400
	17007007001	1 County Charal Links Debuggs CD A1A					Bill Oakman	1
937 .0	070907P048						Micheal Quinones	
937 .0° 938 42	22771-1-52-01 (E4J46)	Broward County Street Light Retrofit SR AIA						1
937 .0° 938 42 939 A-	22771-1-52-01 (E4J46) -0798	State School "D" (Aventura)			L 1:	33178	Jeovanny Rodriguez	
937 .0° 938 42 939 A- 942 CC	22771-1-52-01 (E4J46) -0798 : C-1 :	State School "D" (Aventura) State School "CC-1" SW 124th Avenue from SW 240 St to SW 248 St		Miami F			Jeovanny Rodriguez Micheal Quinones	
937 .0° 938 42 939 A- 942 CC 943 Be	22771-1-52-01 (E4J46)	State School "D" (Aventura) State School "CC-1" SW 124th Avenue from SW 240 St to SW 248 SI W 127th Avenue and NW 17th Street		Miami F Davie F	L	33314		
937 .0 938 42 939 A- 942 CC 943 Be 944 DE	22771-1-52-01 (E4J46) -0798 C-1 eacon Lakes D-1	State School "D" (Aventura) State School "CC-1" SW 124th Avenue from SW 240 St to SW 248 SI WW 127th Avenue and NW 17th Street State School "DD-1" SW 280th Avenue from SW 122 St to SW 127 St	[	Miami F Davie F Coral Springs F		33314 J 33065 (	Micheal Quinones	
937 .0 938 42 939 A- 942 CC 943 Be 944 DC 945 Pre	22771-1-52-01 (E4J46)	State School "D" (Aventura) State School "CC-1" SW 124th Avenue from SW 240 St to SW 248 St WW 127th Avenue and NW 17th Street State School "DD-1" SW 280th Avenue from SW 122 St to SW 127 St School W-1 (SW 162nd Ave and SW 52nd Street		Miami F Davie F Coral Springs F Weston F	L :	33314   I 33065   ( 33332   .	Micheal Quinones Otilio Jimenez	
937 .0 938 42 939 A- 942 CC 943 Be 944 DD 945 Pri 947 41	22771-1-52-01 (E4J46) -0798 -0798 -0-1 -0-1 -0-1 -0-1 -0-1 -0-1 -0-1 -0-	State School "D" (Aventura) State School "CC-1" SW 124th Avenue from SW 240 St to SW 248 St 3W 127th Avenue and NW 17th Street State School "DD-1" SW 280th Avenue from SW 122 St to SW 127 St School W-1 (SW 162nd Ave and SW 52nd Street West Atlantic Avenue from Via Flora to McNab Avenue		Miami F Davie F Coral Springs F Weston F Weston F	L C	33314 II 33065 ( 33332 )	Micheal Quinones Otilio Jimenez Jorge Perez	
937 .0 938 42 939 A- 942 CC 943 Be 944 DC 945 Pri 947 41 948 22	22771-1-52-01 (E4J46) -0798 -0-1 -0-1 -0-1 -0-1 -0-1 -0-1 -0-1 -0-	State School "D" (Aventura) State School "CC-1" SW 124th Avenue from SW 240 St to SW 248 St WW 127th Avenue and NW 17th Street State School "DD-1" SW 280th Avenue from SW 122 St to SW 127 St School W-1 (SW 162nd Ave and SW 52nd Street		Miami F Davie F Coral Springs F Weston F		33314   1 33065   0 33332   3 33332   3 33405   1	Micheal Quinones Otilio Jimenez Jorge Perez Jorge Perez	

#### STATEMENT OF NO BID



Note: If you do not intend to submit a bid, please return this form ONLY.

TO: "Street Light Maintenance Services Agreement 2010"
Office of the Town Clerk
Town of Lauderdale By-The-Sea
4501 Ocean Drive
Lauderdale By-The-Sea, FL. 33308

We, the undersigned, have declined the following reasons:	to submi	t a Bid on	the abo	ve noted In	vitation to	Bid f
Insufficient time to respond to	the Invita	ition To Bi	id			
Do not offer this service						
Our schedule will not permit us	s to perfo	rm				
Unable to meet specifications						
Specifications unclear (Please	explain b	pelow)	·:			
Remove us from the Town of L	.auderdai	e By-The-	Sea's, "	Bidder's Ma	illing List"	
Other (Please specify below)						
REMARKS:		- <del></del>			·:	
	·					
We understand that if a "no bid" stated the list of vendors of the Town of Laud COMPANY NAME:  SIGNATURE:	lerdale-B	y-The-Sea	a. 		e removed	from
DATE:		EPHONE				-

## PART 2 AGREEMENT FORMS

#### STREET LIGHT MAINTENANCE SERVICES AGREEMENT

This Street Light Maintenance Services Agreement, made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2010, by and between the Town of Lauderdale By-The-Sea, hereinafter called the "Town" and \_\_\_\_\_\_, hereinafter called the

"Contractor."

	·
1TIW	NESSETH:
The and v	Contractor, in consideration of the sum to be paid to him by the Town, and other good valuable consideration, hereby agrees with the Town as follows:
1.	Contractor, as an independent contractor, at its own cost and expense, shall perform the work as authorized by written Work Order issued by the Town, and shall provide all materials, tools, labor, appliances, machinery and appurtenances necessary to perform the authorized services.
2.	All work shall be performed in a professional manner and form as required by all applicable federal, state, and local rules, regulations, laws, codes, and ordinances, and in accordance with the contract documents (the "Contract Documents") which are fully incorporated herein and made a part of this Contract for all purposes and are as follows:
	Invitation To Bid and response by Contractor; General Conditions; Street Light Maintenance Services Requirements and Agreement; Agreement Forms; Work Orders provided hereunder.
3.	No promise or guarantee is expressed or implied as to the total quantity of services to be procured from Contractor. Furthermore, Town may, at any time, in its sole discretion during the term of this Contract, procure the services of other contractors for any services within the scope of this Contract.
4.	Upon completion of the services authorized by a Work Order, Contractor shall submit written statements identifying the Work Order number, the nature of the work performed including job functions for each Work Order, the number of hours spent on the project, and an itemized statement of all costs and expenses associated therewith.
5.	Town shall make payment to Contractor within thirty (30) days from the date of receipt of a correct and approved written invoice for payment.
6.	Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during any applicable warranty period of materials furnished and during the term of this Contract and for thirty days thereafter.
LBTS St	reet Light Maintenance Services Agreement 2010

7. The Contractor shall indemnify, defend and hold harmless the Town, its officers, and employees from liabilities, damages, losses, and costs; including, but not limited to, attorney's fees at any level, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct or failure to act of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

In the event that any action or proceeding is brought against the Town by reason of such claim or demand, Contractor shall, upon written notice from the Town of Lauderdale-By-The-Sea, resist and defend such action or proceeding by counsel satisfactory to the Town of Lauderdale-By-The-Sea. The indemnification shall obligate Contractor to defend at its own expense to and through appellate, supplemental, or bankruptcy proceeding, or to provide for such defense, at the Town's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the Town, whether performed by Contractor, or persons employed or utilized by Contractor.

The Contractor's obligation herein shall not be limited in any way by the agreed upon Contract price or amounts as shown in this Contract, nor by the Contractor's limit of or lack of sufficient insurance coverage.

The parties understand and agree that the covenants and representations Contract relating to this indemnification provision shall serve the term of this Contract and continue in full force and effect as to the Contractor's responsibility to indemnify.

- 8. This Contract is for a two (2) year term from the date of execution by the parties. One (1) single-year extension on the same terms and conditions, and at the prices provided herein, is available to Town if Town provides written notice to Contractor two (2) months prior to the Contract expiration.
- 9. In the event Contractor shall fail to perform the work as authorized by Town to the satisfaction of Town, or shall fail to perform the work in accordance with the terms and conditions of the Contract Documents, Town shall have the option (but is not required) to terminate this Contract upon written notice of termination to Contractor.
- 10. Contractor may not assign this Contract, and any changes to the terms of this Contract must be contained in a written amendment, executed by the parties hereto.
- 11. This Contract does not create an employee/employer relationship between the parties. It is the intent of the parties that Contractor is an independent contractor under this Contract and not the TOWN's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law.
- Contractor shall provide evidence of insurance to the Town that complies with the insurance laws of the State of Florida, including workers compensation insurance as

required by law, and liability insurance as required in the bid requirements and information, part 1, section 12, page 5.

General Aggregate	\$1,000,000.00
Products-Comp/Op Agg.	\$1,000,000.00
Personal & Adv. Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Fire Damage (any one fire)	\$50,000.00
Med. Expense (any one person)	\$5,000.00

- 13. The Contract Documents as described herein, together with any exhibits, constitute the final and entire agreement between the Contractor and Town and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding this Contract shall be deemed to exist or to bind either party, unless same be in writing, dated subsequent to the date hereto, and duly executed by the party to be charged.
- 14. Should any provision, paragraph, sentence, word, or phrase contained in this document be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, and the remainder shall remain unmodified and in full force and effect.
- 15. The Town and Contractor knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in state and or federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon this Contract and/ arising out of, under, or in connection with the services performed hereunder, or any course of conduct, course of dealing, statements or actions or inactions of any party hereto.
- 16. If either the Town or Contractor is required to enforce the terms of this Contract by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees.

IN	WITNESS	WHEREOF,	the	parties	have	made an	nd	executed	this	Contract	on	the
res	pective date	es under each	sign	ature.								

Approved As To Form:	·
	Susan Trevarthen, Town Attorney
TOWN OF LAUDERDALE	BY-THE-SEA FLORIDA
TOWN OF EAUDENDALE	JI-ME-OLA, I LOMBA
	Data
E. H Calan Taum Manage	Date:
Esther Colon, Town Manage	St.
LBTS Street Light Maintenance Service	es Agreement 2010

CONTRACTOR				
Ву:	Date:			
	Title:			
Print Name	,			

### ANTI-KICKBACK AFFIDAVIT

COUNTY OF BROWARD	: SS )
will be paid to any employees	sworn, depose and say that no portion of the sum herein bid of the Town of Lauderdale-By-The-Sea as a commission, or indirectly by me or any member of my firm or by an officer
	Jeffry M Kleis, V.P.
Sworn and subscribed before me	this
	2010  Netary Public State of Florida Odalis Rodriguez
NOTARY PUBLIC, State of Florida	
My Commission Expires: 4/3	0/13

STATE OF FLORIDA

#### WORK ORDER

WORK ORDER	DATE	<b>:</b> :		
TIME IN:		TIME OUT:		
COMMENTS:				
DON PRINCE. MUNICIPAL SERVICES	S DIRECTOR			
LBTS Street Light Maintenance Services Agreement	2010			

## SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICE AUTHORIZED TO ADMINISTER OATHS.

1.	This sworn statement is submitted with Bid, Bid or Contract No					
	ITIS# 10-03-02 for Streetlight					
	TTB # 10-03-02 for Streetlight Maintenance Services Agreement 2010 U:					
	$\mathcal{J}$					
2.	This sworn statement is submitted by Signal Technology and Installation Corp. (name of entity submitting sworn statement)					
	(name of entity submitting sworn statement)					
	whose business address is 3701 Sul 47 Ave Suite 101					
	Davis, Fl 33314 and (if applicable					
	its Federal Employer Identification Number (FEIN) is <u>65-0850057</u> (If					
	the entity has no FEIN, include the Social Security Number of the individual signing					
	this sworn statement.)					
_	My name is Tefficial M Kloiss and					
3.						
	my relationship to Signal Technology and Installation Corp. (please Print name					
	of individual signing) the entity named above is					
	Vice President.					
4.	I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g). Florida Statutes, means a violation of any state or federal law by a person with					
	respect to and directly related to the transaction of business with any public entity or					
	with an agency or political subdivision of any other state or with the United States,					
	including but not limited to, any bid or contract for goods or services to be Provided to any public entity or an agency or political subdivision of any other state or of the					
	United States and involving antitrust, fraud, theft, bribery, collusion, racketeering,					
	conspiracy, material misrepresentation.					
5.	I understand that "convicted" or "conviction" as defined in Paragraph 287.133(I)(b),					
	<u>Florida Statutes</u> , means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to					
	charges brought by indictment information after July 1, 1989, as a result of a jury					
	verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.					
6.	I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida					
Statut	es, means					

- 1. A Predecessor or successor of a person convicted of a public entity crime: or
- 2. An entity under the control of any natural person who is active in the management of t entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the Preceding 36 months shall be considered an affiliate.
- 7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the Provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 8. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

✓ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with no convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

There has been a Proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent Proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the

hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

PERSONALLY APPEARED BEFORE ME, the undersigned authority, affixed me, sworn in the space provided above on this 6

> Notary Public State of Florida Odalis Rodriguez My Commission DD862957

after, first

My commission expires: 4/30/13

(name of individual signing)

being.

AC#

#### STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION ELECTRICAL CONTRACTORS LICENSING BOARD

SEQ#108082602781

EAGENUME LICENSE NBR

08/26/2008 | 088001664 | EC0002274

The ELECTRICAL CONTRACTOR Named below IS CERTIFIED

Under the provisions of Chapter 489 FS.

Expiration date: AUG 31, 2010

KLEISS, JEFFREY MIDDLETON SIGNAL TECHNOLOGY INC 3701 SW 47 AVE SUITE 101

FT. LAUDERDALE

FL 33314

CHARLIE CRIST GOVERNOR

CHARLES W. DRAGO SECRETARY

AY AS REQUIRED BY LAW

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD
S

SEQ# L08072901550

BAICHNUMBER LICENSE NBR

07/29/2008 088001662 CGC061236

The GENERAL CONTRACTOR

Named below IS CERTIFIED Under the provisions of Chapter 489 FS.

Expiration date: AUG 31, 2010

KLEISS, JEFFREY MIDDLETON SIGNAL TECHNOLOGY INC 3385 CELEBRATION LANE

MARGATE FL 33063

CHARLIE CRIST GOVERNOR

DISPLAY AS REQUIRED BY LAW

CHUCK DRAGO INTERIM SECRETARY

#### BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT 115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000 VALID OCTOBER 1, 2009 THROUGH SEPTEMBER 30, 2010

DBA:

Receipt #

180-0008453

Business Name:

SIGNAL TECHNOLOGY INC

Business Type:

Owner Name:

KLEISS JEFFREY/QUAL

GENERAL CONTRACTOR

Business Location: 3701 SW 47 AVE 101

FT LAUDERDALE 33314 Business Opened:

10/03/03

**Business Phone:** 

(954)327-2434

State/County/Cert/Reg:

CGC061236

Exemption Code:

NON EXEMPT

Rooms

Seats

Employees

Machines

Professionals

60 UNITS

N	umber of Machines:	For Ven	ding Business O	nly Vendir	ng Type:	
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
\$ 150.00	)					\$ 150.00

000000000 0000015000 0000001800008453 1001 2

#### THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

SIGNAL TECHNOLOGY INC KLEISS JEFFREY/QUAL 3701 SW 47 AVE STE 101 FORT LAUDERDALE FL 33314-2830

2009 - 2010

#### BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT 115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000 VALID OCTOBER 1, 2009 THROUGH SEPTEMBER 30, 2010

DBA:

Receipt #

181-0003387

**Business Name:** 

SIGNAL TECHNOLOGY INC

Business Type:

Owner Name:

KLEISS JEFFREY MIDDLETON

ELECTRICAL CONTRACTOR

Business Location: 3701 SW 47 AVE 101

Business Opened:

10/03/03

**Business Phone:** 

FT LAUDERDALE

(954)327-2434

State/County/Cert/Reg:

EC0002274

**Exemption Code:** 

NON EXEMPT

Rooms

Seats

**Employees** 

33314

Machines

Professionals

60 UNITS

,	N	umber of Machines:	For Ven	ding Business O	nly Vendir	ng Type:	
	Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
	\$ 150.0		*****				\$ 150.00

PAID 08/05/09 7708617.0001

150.00

#### THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

SIGNAL TECHNOLOGY INC KLEISS JEFFREY MIDDLETON 3701 SW 47 AVENUE STE 101 FORT LAUDERDALE FL 33314-2830

2009 - 2010



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/15/2009

1			(954)943-5050 FAX	<b>:</b> (954)942-6310		THIS CEI	RTIFICATE IS IS	SUED AS A MATTER NO RIGHTS UPON 1	OF I	NFORMATION CERTIFICATE
Frank H. Furman, Inc.					HOLDER.	. THIS CERTIFIC	CATE DOES NOT AM	END.	EXTEND OR	
1	_		Box 1927			ALTER T	HE COVERAGE	AFFORDED BY THE I	POLI	CIES BELOW.
15				33061		INCUDEDO	4 T T C C C C C C C C C C C C C C C C C	VED 4.05		
1	SUREC		Beach FH .	33001			AFFORDING CO	ess Insurance Co		NAIC #
1			Technology Inc. S	ignal Technology &						26042
			ation Corp.	ignar recimency a	ŀ	INSURER B: Wausau Underwriters Ins. Co. 26042 INSURER C: North River Insurance Company 21105				
ł			W 47th Ave Suite	#101	1			Employers Ins Co		10701
1				33314	ŀ	INSURER E:	- Lagoriora i	TUDIOYCIS INS CO		
	OVE					INSURER E.				· · · · · · · · · · · · · · · · · · ·
,	THE F ANY F MAY F POLIC	OLIC REQI PERT	CIES OF INSURANCE LISTED B UIREMENT, TERM OR CONDIT FAIN, THE INSURANCE AFFORI	ELOW HAVE BEEN ISSUED TO THE TON OF ANY CONTRACT OR OTHI DED BY THE POLICIES DESCRIBED MAY HAVE BEEN REDUCED BY PA	ER DO HERI	DCUMENT WIT EIN IS SUBJEC	TH RESPECT TO M	HICH THIS CERTIFICATE	VAM	BE ISSUED OR
INS	R ADD	7	TYPE OF INSURANCE	POLICY NUMBER	POI	LICY EFFECTIVE (E (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMI	TS	
			ENERAL LIABILITY					EACH OCCURRENCE	\$	1,000,000
		X	COMMERCIAL GENERAL LIABILITY	Υ				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000
A	1		CLAIMS MADE X OCCUI	R TBKZ91452714039	9/	15/2009	9/15/2010	MED EXP (Any one person)	\$	5,000
		L		_				PERSONAL & ADV INJURY	\$	1,000,000
				_			İ	GENERAL AGGREGATE	\$	2,000,000
		GE	N'L AGGREGATE LIMIT APPLIES PER	₹.				PRODUCTS - COMP/OP AGG	\$	2,000,000
		<u> </u>	POLICY X PRO-							
		AU X	TOMOBILE LIABILITY ANY AUTO					COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
B.	-		ALL OWNED AUTOS	ASJZ91452714019	9/1	15/2009	9/15/2010	BODILY INJURY (Per person)	\$	-
		x	HIRED AUTOS					BODILY INJURY (Per accident)	\$	<del></del>
			NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$	
					<del> </del>					
		GAF	RAGE LIABILITY				}		\$	
			ANY AUTO					ALITO ONLY:	\$	
	-	EVO	ESS / UMBRELLA LIABILITY		<del> </del>			AGG	\$	
			OCCUR CLAIMS MADE				r		\$	4,000,000
			OCCUR CENTRO WADE				<u> </u>		\$	8,000,000
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	If yes,	descr	ribe under ROVISIONS below	, ·			_	E.L. DISEASE - POLICY LIMIT		500,000
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## Florida Electric Contracting Service, Inc.



## INVITATION TO BID ITB # 10-03-02

Sealed Bids for the Streetlight Maintenance Services Agreement 2010 will be received at the office of the Town Clerk. Town of Lauderdale-By-The-Sea, 4501 Ocean Drive. Lauderdale-By-The-Sea, Florida, 33308 until 2:00 p.m., local time, on the 8<sup>th</sup> day of April, 2010, and will be publicly opened and read soon thereafter. Any bids received after the time and date specified will not be considered. Bid packets may be obtained at the office of the Town Clerk, 954-776-0576.

The project consists of furnishing the necessary equipment, labor, and materials for the performance of streetlight maintenance for streetlight equipment and systems specified in the contract documents.

SunSentinel: March 21, 2010

# STREETLIGHT MAINTENANCE SERVICES AGREEMENT 2010

ISSUE DATE: March 10, 2010

ITB # 10-03-02

MAIL OR DELIVER BIDS TO:

JUNE WHITE, TOWN CLERK

TOWN OF LAUDERDALE-BY-THE-SEA

4501 OCEAN DRIVE

LAUDERDALE-BY-THE-SEA, FLORIDA 33308

(954) 776-0576

BIDS MUST BE RECEIVED NO

LATER THAN: 2:00 P.M. April 8, 2010

Bid Opening 2:00 P.M.



#### April 8, 2010

To: All Prospective Bidders:

Town of Lauderdale-By-The-Sea Bid for Street Light Maintenance Services 2010 contains the following documents:

#### Part 1 Bid Requirements and Information

Invitation To Bid	1
Street Light Maintenance Bid Form	
Specifications	
Street Light Maintenance Services Bid9-1	1
Statement of No Bid	

#### Part 2 Agreement Forms

Street Light Maintenance Services Agreement	16
Sample Work Order	19
Anti-Kickback Affidavit2	
Public Entity Crimes Form	21

Please review your bid package to ensure that it contains all of these documents. For further information pertaining to this Street Light Maintenance Services Agreement or to obtain copies of any missing document(s), please call (954) 776-0576.

If your firm determines that a "No Bid" response is required, please complete and return the "Statement of No Bid". Firms submitting a bid should ensure that the following documents are completed, certified, and returned as instructed: Bid Form, Street Light Maintenance Services Form, Street Light Maintenance Services Contract Rates Form, Experience of Bidder Form, Anti-Kickback Affidavit, Public Entities Crimes Form, and all licenses required.

## PART 1

# BID REQUIREMENTS AND INFORMATION

#### INVITATION TO BID

Sealed Bids for the Street Light Maintenance Services Agreement 2010, addressed to the Town of Lauderdale-By-The-Sea (the "Town"), will be received at the office of the Town Clerk, Town of Lauderdale-By-The-Sea, Florida, 33308 until 2:00 p.m., local time, on the 8<sup>th</sup> day of April, 2010, and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

The project consists of furnishing the necessary equipment, labor, and materials for the performance of Street Light Maintenance Services and repair services for the Town's Street Light equipment and systems.

One (1) original and (3) copies of the bid are to be enclosed in a sealed envelope clearly marked on the outside "STREET LIGHT MAINTENANCE SERVICES AGREEMENT 2010 ITB #10-03-02" and delivered to:

JUNE WHITE, TOWN CLERK
TOWN OF LAUDERDALE BY-THE-SEA
4501 OCEAN DRIVE
LAUDERDALE-BY-THE-SEA, FLORIDA 33308

Each Bid must be submitted on the prescribed forms:

Within ten (10) calendar days after the Notice of Award, the successful bidder will be required to furnish documentation showing compliance with the licensing requirements of the Code of Ordinances of the Town, the State of Florida and applicable federal law. Compliance with these provisions is a prerequisite to execution of the contract. Specifically, within ten (10) calendar days after the Notice of Award, the successful bidder must demonstrate that they meet the requirements stated herein.

#### 1. LICENSES

All licenses or certificates required by federal, state or local statutes or regulations and applicable to performance as required must be in full force and in effect and evidence thereof shall be provided to Town.

#### 2. DOCUMENTATION

Bidder must have evidence of: i) a valid Certificate of Competency issued by the Director of the Town Building and Zoning Department, and ii) all applicable state and local licenses required to perform pursuant to the bid, including, without limitation, any licenses listed below. All the foregoing shall be maintained throughout the contract term.

#### 3. EONDS AND INSURANCE

All bid bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the surety or insurance company having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said surety or insurance company shall be duly licensed and qualified to do business in the State of Florida.

#### 4. QUALIFICATIONS

Before a contract will be awarded for the work contemplated herein, the Town may, at its option, conduct such investigation as is necessary to determine the performance record and ability of the bidder to perform the type and magnitude of work specified herein. Upon request, the bidder shall submit such information as deemed necessary by the Town to evaluate the bidder's qualifications.

#### 5. REJECTION OF BIDS

For information concerning the scope of the work, contact Don Prince, Municipal Services Director, Town of Lauderdale By-The-Sea, telephone: (954) 776-0576.

The Town may reject bids for any reason, including without limitation:

- (a). for budgetary reasons, or,
- (b) if the bidder mis-states, conceals, or omits any material fact in the bid, or,
- (c) if the bid does not strictly conform to the law or is non-responsive to the request bid requirements, or,
- (d). if the bid is conditional, or,
- (e). if a change of circumstances occurs making the bid unnecessary to the Town. The Town may also waive any minor informalities or irregularities in any bid.

#### 6. PREPARATION OF BIDS

Bids will be prepared and provided in accordance with the following:

1. Bids must be submitted on the forms furnished. Facsimile and electronic mail bids will not be considered. Other forms will be rejected.

- 2. All information required by the bid form shall be furnished. The bidder shall print or type his/her name and provide the original signature of an individual authorized to bind bidder on the Services Agreement Form.
- 3. Bidder shall thoroughly examine and complete the entire bid.
- 4. All bids shall be submitted in original plus three (3) copies, and in sealed envelopes.
- 5. Bidders are advised that all Town contracts are subject to legal requirements provided for in the Town Code and all other applicable law. The Town is not bound until the appropriate contract is executed by Town and approved by legal counsel of Town.

#### 7. DESCRIPTION OF SUPPLIES

Any manufacturers name, trade name, brand name, or catalog number used in the documents are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE UNLESS SO STATED. Bids will be considered for any brand which meets the quality of the specifications for any item used. All materials supplied by Contractor must be new, first rate quality, and up to the standard customarily used in the industry.

#### 8. SUBMISSION OF BIDS

Bids shall be enclosed in sealed envelopes addressed to the Town Clerk, Town of Lauderdale-By-The-Sea. The name and address of the bidder, the date and hour of the bid opening and the bid title should be placed on the outside of the envelope.

Unless otherwise indicated, all bids received may be awarded on partial or full basis.

#### 9. WITHDRAWAL OF BID

Bids may be withdrawn prior to the time set for bid opening. Such request must be in writing, addressed to the Town Clerk.

#### 10. LATE BIDS OR MODIFICATION

Bids and modifications received after the time set for the bid opening will not be considered. Modifications in writing received prior to the time set for the bid opening will be accepted, provided they are in conformance with all requirements set forth herein.

#### 11. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

Bidders shall comply with all local, state and federal directives, orders and laws as applicable to this bid and any subsequent contract(s) including, but not limited to:

- Equal Employment Opportunity (EEO), in compliance with Executive Order 11246, as applicable.
- 2. Minority Business Enterprises (MBE), as applicable.
- 3. Occupational Safety and Health Act (OSHA), as applicable.

#### 12. INSURANCE REQUIREMENTS

Contractor shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance, including Workers' compensation insurance, employer's liability insurance, and comprehensive liability insurance as indicated below:

General Aggregate	\$1,000,000.00
Products-Comp/Op Agg.	\$1,000,000.00
Personal & Adv. Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Fire Damage (any one fire)	\$50,000.00
Med .Expense (any one person)	\$5,000.00

The policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. Contractor shall specifically protect the Town and the Town of Lauderdale By-The-Sea Commissioners by naming said as additional insured under the Comprehensive Liability Insurance Policy. Contractor shall provide to Town a Certificate of insurance or a copy of all insurance policies required by Town. Town reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that Town shall be given thirty (30) days notice prior to expiration or cancellation of the policy.

#### 13. COLLUSION

The bidder, by affixing his/her signature to his/her/its bid, agrees to the following: "Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

#### 14. VARIANCE IN CONDITIONS

Any and all special conditions and specifications attached hereto as an Exhibit shall govern over the provisions herein. Exhibits attached: \_\_\_\_\_

#### 15. APPROPRIATIONS CLAUSE

If performance of the contract or delivery extends beyond the current fiscal year (which ends on September 30) the contract shall be contingent upon the availability of funds appropriated for such purposes in the Tewn's annual budget for the next succeeding fiscal year.

#### . 16. CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS:

If any person contemplating submitting a bid is in doubt as to the meaning or interpretation of the specifications or any provision hereof or the bid documents or any part thereof, he may submit to the Town Clerk on or before five (5) calendar days prior to the scheduled opening, a request for information. All such requests for information shall be made in writing and the person submitting the request will be responsible for prompt delivery. Any interpretations provided, if made, will be made only by addendum duly issued. The Town will attempt to provide a copy of such addendum to each person receiving the Invitation to Bid. The Town will not be responsible for any other explanation or interpretation prior to the award of the contract. Any objection to the specifications and requirements as set forth in the bid must be filed in writing with the Acting Municipal Services Director on or before five (5) calendar days prior to the scheduled opening.

#### 17. DISCOUNTS:

- A. Bidder may offer a cash discount for prompt payment; however, such discount shall not be considered in determining the lowest cost for bid evaluation. Bidders are encouraged to reflect cash discounts in the unit price quoted.
- B. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

#### 18. AWARD OF CONTRACT:

- A. The contract will be awarded to the lowest responsive and responsible bidder whose bid, conforming to the Invitation to Bid, is most advantageous to the Town, prices and other factors considered.
- B. The Town reserves the right to accept and award item by item, and/or by group or in the aggregate, unless the bidder qualifies his bid by specified limitations.

- C. If two or more bids received are for the same total amount or unit price, quality and service being equal, the contract will be awarded to the bidder that maintains an office inside the Town limits. When no bidder maintains an office within the Town, an office maintained within Broward County will be the determining factor. When neither condition exists, bids for identical amounts will be determined by the drawing of lots in public by the Town Clerk.
- D. Prices quoted must be f.o.b. Town with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.

#### 19. TRAVEL AND REIMBURSABLE OUT OF POCKET EXPENSES:

No travel and/or reimbursable expenses shall be allowed unless specifically stated. See attached supplemental page.

20. LOCATION OF CLAIMS

This Invitation to Bid and all actions thereunder shall in all respects be governed by and interpreted and enforced pursuant to the laws of the State of Florida. Any suit arising out of this bid or the resulting contract shall be brought in Broward County, Florida.

#### 21. EXPENSES AND DELAY

The Town shall have no liability to the bidder for any expenses incurred in response to this Invitation to Bid or for any damages to the bidder for delay or interruption of any services performed under any resulting contract. The bidder's sole and exclusive remedy for any such delay, if any, shall be an extension of the time required or allowed to complete the services. In order to obtain an extension of time, the bidder shall request same of the Town in writing within 24 hours of any delay or interruption.

IF A TABULATION OF BID IS DESIRED, PLEASE ENCLOSE A SELF- ADDRESSED STAMPED ENVELOPE WHEN SUBMITTING YOUR BID.

# SPECIFICATIONS FOR STREET LIGHT MAINTENANCE SERVICES

#### PARTI GENERAL

- 1.1 DESCRIPTION OF WORK: (Scope of work)
  Furnishing the necessary equipment, labor and materials for the performance of the Street Light Maintenance Services Agreement, utilizing unit price contracting as outlined herein;
  - A. Notify the Office of the Municipal Services Director upon arrival prior to the performance of any service work; obtain signatures from appropriate city personnel verifying the amount of time spent on Street Light Maintenance, repairs and services in the various buildings or departments.
  - B. Street Light Maintenance Services authorized and approved as needed, at any hour, on any day, when called between 8:00 a.m. 5:00 p.m., excluding holidays, and as outlined below: See attached suppleemntal page.
    - 1. Emergency service will be available on Christmas, New Year's Day, July 4<sup>th</sup>, and Easter at any hour at an <u>overtime surcharge</u> above the <u>normal hourly rate</u> for technicians as stated in the bid.
    - 2. Emergency service will be available after hours (when called after 5:00 p.m. and before 8:00 a.m. weekdays) at any hour at the normal hourly rate for technicians as stated in the bid. Only holidays noted above are subject to additional charge.
  - C. Services Provided
    - 1. The Town of Lauderdale-By-The-Sea shall be given preferential service. Service calls will be made the same workday that a work order is issued.
    - 2. Bidder must maintain an office in Broward County and provide response time of one hour or less from the time Contractor is notified by the Town in emergencies.

Dated this day of, 2010.
TOWN OF LAUDERDALE-BY-THE-SEA
Ву:
Esther Colon, Town Manager

1445 S.W. 21ST AVENUE • FT. LAUDERDALE 33312 • BUSINESS PHONE (954) 587-6760 • FAX (954) 321-0355

· COMI

• COMMERCIAL
• INDUSTRIAL

· PARKING LOT LIGHTING

SUPPLEMENTAL SHEET PERTAINING TO PG 7. No. 19 & PG. 8 ITEM B NO 1 & 2

# ITB # 10-03-02 APRIL 8, 2010 at 2:00 PM TOWN OF LAUDERDALE BY THE SEA - STREETLIGHT MAINTENANCE SERVICE

PG 7. NO 19. There is a 2 hour minimum travel time from portal to portal. Materials or any other costs to perform work will be passed onto the Town with applicable mark up of 28 percent.

PG 8. ITEM B. FECS normal working hours are Monday through Friday 7:00 AM to 3:30 PM (half hour lunch).

PG 8. ITEM B-1. Allow 2-4 hours response time for emergency call back on Christmas, New Year's Day, July 4 and Easter. Work performed on holidays or outside our normal working day and hours will be billed at time and half.

PG. 8. ITEM B-2. Normal working hours and emergency response time are stated above. Hours performed outside these time frames are subject to time and half charges.

# HOLIDAYS OBSERVED BY OUR COMPANY THAT QUALIFY FOR HOLIDAY LABOR RATES.

- ➤ MEMORIAL DAY
- ➤ INDEPENDENCE DAY
- ➤ LABOR DAY
- ➤ THANKSGIVING
- ➤ DAY AFTER THANKSGIVING (EXCHANGED FOR VETERANS DAY)
- ➤ CHRISTMAS DAY
- ➤ NEW YEARS DAY

1445 S.W. 21ST AVENUE • FT. LAUDERDALE 33312 • BUSINESS PHONE (954) 587-6760 • FAX (954) 321-0355

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- COMMERCIAL
- · INDUSTRIAL
- . PARKING LOT LIGHTING

ITB # 10-03-02 8-Apr-10

Town of Lauderdale by the Sea Streetlight Maintenance Services

#### ADDITIONAL INFORMATION

EQUIPMENT	HOURLY RATES
General Service Truck (including Journeyman Electrician)	\$75.00 /hr
80' Reachall Bucket Truck	\$135.00 /hr
90' Reachall Bucket Truck	\$175.00 /hr
125' Reachall Bucket Truck	\$195.00 /hr
9-ton Crane	\$95.00 /hr
23-Ton Crane	\$95.00 /hr
35-ton Crane	\$150.00 /hr
70-ton Crane	\$220.00 /hr
120-ton Crane	\$3,900.00 (per DAY 1 day min.)
Texoma 500-30 Auger Truck up to 5' bit, 30' digging depth	\$95.00 /hr
Texoma Taurus Auger Truck, 3-6' diameter bit, 52' digging depth	\$225.00 /hr
Gel Pumping Truck (required for setting large poles)	\$75.00 /hr
Backhoe	\$70.00 /hr
Skid Loader	\$70.00 /hr
Pole Trailer	\$5.00 /hr
Heavy Transport Truck	\$130.00 /hr
Missile Boring (up to 2" conduit; up to 50 feet)	\$16.35 per foot
Disposal fee: Concrete Poles	\$70.00 per ton
Wood poles w/creosote	\$75.00 per ton
OTHER SERVICES	
Electrical Engineering	\$135.00 /hr

#### EID FORM STREET LIGHT MAINTENANCE SERVICES

TO: The Town Of Lauderdale-By-The-Sea 4501 Ocean Drive Lauderdale-By-The-Sea, Florida 33308

PROJECT TITLE: STREET LIGHT MAINTENANCE SERVICES

BIDDER:

Bidder's authorized Contact person:

Sheryl C. Suragdeen

Telephone:

954-587-6760

#### BIDDERS DECLARATION AND UNDERSTANDING

The bidder agrees to furnish necessary equipment, materials, and personnel to perform Street Light Maintenance Services and repairs (emergency and otherwise) for the Town of Lauderdale By-The-Sea (Town) as required. The bidder declares he has used all data which he believes pertinent from the Town and other sources in arriving at his conclusions. The bidder agrees to perform all Street Light Maintenance Services as required on all Town owned or leased properties and equipment, or as directed by the Town.

#### UNIT PRICE BID

The bidder shall accept, as full payment for the work proposed herein, the amounts and unit prices listed herein during the term of the contract. The prices quoted are for work performed during regular working hours, weekends and after hours. A holiday surcharge as stated herein is the only occasion for which there is an acceptable overtime surcharge above the rate for services performed. Holiday work may or may not be called for by the Town. All bids must be submitted on the prescribed form enclosed herein.

SERVICES PURSUANT TO THIS CONTRACT WILL BE USED FOR ROUTINE AND EMERGENCY MAINTENANCE AND REPAIRS IN AMOUNTS NOT TO EXCEED \$3,000.00 PER OCCURANCE.

#### STREET LIGHT MAINTEANCE CONTRACT RATES

#### REGULAR HOURLY RATE

	HOURLY RATE!	FOR SERVIC	ES DURING RE	<b>GULAR BUS</b>	INESS HOURS
--	--------------	------------	--------------	------------------	-------------

,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
	JOURNEYMAI	\$ 45.00
	HELPER .	\$ 38.50
	<u>.</u>	
·		
HOURLY SURCHARGE FOR SER HOURS	VICES AFTER R	EGULAR BUSINESS
	JOURNEYMAN	\$ 75.00
	HELPER	\$_57.75
THE HOURLY SURCHARGE FOR	SERVICES DURI	NG HOLIDAYS AS
OUTLINED IN THE AGREEMENT		
	JOURNEYMAN	\$ 75.00
	HELPER	\$ 57.75
MARK-UP ON MATERIALS AT COS	ST,	
EXCLUDING SALES TAX,		%_28

Invoices over a thousand dollars being paid by credit card will assess a 4% fee. Invoices under a thousand dollars maybe paid with a credit card at no service fee.

HOURLY RATE FOR THE USE OF A 40' LIFT BUCKET \$35.00 per hour

#### EXPERIENCE OF BIDDER

The bidder states that he is an experienced contractor and has provided similar services within the last 5 years.

(List similar services, with types, names of clients, project costs, and at least three business references, including phone numbers. Use additional sheets if necessary.)

See	Attached
	1

0.0

1445 S.W. 21ST AVENUE • FT. LAUDERDALE, FLA. 33312 • BUSINESS PHONE (954) 587-6760 • FAX (954) 321-0355

00

COMMERCIAL
 INDUSTRIAL

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PARKING LOT LIGHTING

#### RE: List of References for similar services:

The following are local municipalities with which we currently provide services for:

City of Miramar

Contract for: Installation, Maintenance and Repair of Lighting and Related Services Eric Berry 954-704-4436

Town of Davie

Contract for: Installation, Maintenance and Repair of Lighting and Related Services Dan Oyler 954-797-1243

School Board of Broward County

Contract for: Security and Sport Lighting Systems, Survey Identification, Preventive Maintenance, Repair and Installation

Mark Allen 754-321-0507

City of Tamarac

Installation, Maintenance and Repair of Lighting and Related Services Kenneth Bow 954-597-3733

City of Homestead

Installation, Maintenance and Repair of Lighting and Related Services Jeny 305-224-4570

Town of Pembroke Park Installation, Maintenance and Repair of Lighting and Related Services Jeanne Petersen 954-966-4600

#### RE: Business References

World Electric Supply Company, Inc. 6780 White Dr West Palm Beach, FL 33407 Joe Price 561-842-8789

Graybar 1255 NW 21 Street Pompano Beach, FL 33069 Scott Echols 954-633-6320

Musco Sports Lighting, LLC PO Box 808 Oskaloosa, IA 52577 1-800-825-6020

#### STATEMENT OF NO BID

Note: If you do not intend to submit a bid, please return this form ONLY.

TO: "Street Light Maintenance Services Agreement 2010"
Office of the Town Clerk
Town of Lauderdale By-The-Sea
4501 Ocean Drive
Lauderdale By-The-Sea, FL. 33308

We, the undersigned, have declined to submit a Bid on the above noted Invitation to Bid for the following reasons: Insufficient time to respond to the Invitation To Bid Do not offer this service Our schedule will not permit us to perform Unable to meet specifications \_\_\_\_Specifications unclear (Please explain below) Remove us from the Town of Lauderdale By-The-Sea's, "Bidder's Mailing List" Other (Please specify below) REMARKS: \_\_\_\_\_ We understand that if a "no bid" statement is not returned, our name may be removed from the list of vendors of the Town of Lauderdale-By-The-Sea. COMPANY NAME: SIGNATURE: DATE: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

# PART 2 AGREEMENT FORMS

#### STREET LIGHT MAINTENANCE SERVICES AGREEMENT

Th	is Street Light Maintenance Services Agreement, made and entered into this day
of	, 2010, by and between the Town of Lauderdale By-The-Sea,
her	einafter called the "Town" and Florida Electric Cntr Svc Inc, hereinafter called the
"Co	ontractor."
- WIT	INESSETH:
	Contractor, in consideration of the sum to be paid to him by the Town, and other good valuable consideration, hereby agrees with the Town as follows:
. <b>1</b> . 1	Contractor, as an independent contractor, at its own cost and expense, shall perform the work as authorized by written Work Order issued by the Town, and shall provide all materials, tools, labor, appliances, machinery and appurtenances necessary to perform the authorized services.
2.	All work shall be performed in a professional manner and form as required by all applicable federal, state, and local rules, regulations, laws, codes, and ordinances, and in accordance with the contract documents (the "Contract Documents") which are fully incorporated herein and made a part of this Contract for all purposes and are as follows:
	Invitation To Bid and response by Contractor; General Conditions; Street Light Maintenance Services Requirements and Agreement; Agreement Forms; Work Orders provided hereunder.
3.	No promise or guarantee is expressed or implied as to the total quantity of services to be procured from Contractor. Furthermore, Town may, at any time, in its sole discretion during the term of this Contract, procure the services of other contractors for any services within the scope of this Contract.
4.	Upon completion of the services authorized by a Work Order, Contractor shall submit written statements identifying the Work Order number, the nature of the work performed including job functions for each Work Order, the number of hours spent on the project, and an itemized statement of all costs and expenses associated therewith.
5.	Town shall make payment to Contractor within thirty (30) days from the date of receipt of a correct and approved written invoice for payment.

and for thirty days thereafter.

6.

Contractor agrees to remedy all defects appearing in the work or developing in the

materials furnished and the workmanship performed under this Contract during any applicable warranty period of materials furnished and during the term of this Contract

7. The Contractor shall indemnify, defend and hold harmless the Town, its officers, and employees from liabilities, damages, losses, and costs; including, but not limited to, attorney's fees at any level, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct or failure to act of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

In the event that any action or proceeding is brought against the Town by reason of such claim or demand, Contractor shall, upon written notice from the Town of Lauderdale-By-The-Sea, resist and defend such action or proceeding by counsel satisfactory to the Town of Lauderdale-By-The-Sea. The indemnification shall obligate Contractor to defend at its own expense to and through appellate, supplemental, or bankruptcy proceeding, or to provide for such defense, at the Town's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the Town, whether performed by Contractor, or persons employed or utilized by Contractor.

The Contractor's obligation herein shall not be limited in any way by the agreed upon Contract price or amounts as shown in this Contract, nor by the Contractor's limit of or lack of sufficient insurance coverage.

The parties understand and agree that the covenants and representations Contract relating to this indemnification provision shall serve the term of this Contract and continue in full force and effect as to the Contractor's responsibility to indemnify.

- 8. This Contract is for a two (2) year term from the date of execution by the parties. One (1) single-year extension on the same terms and conditions, and at the prices provided herein, is available to Town if Town provides written notice to Contractor two (2) months prior to the Contract expiration.
- 9. In the event Contractor shall fail to perform the work as authorized by Town to the satisfaction of Town, or shall fail to perform the work in accordance with the terms and conditions of the Contract Documents, Town shall have the option (but is not required) to terminate this Contract upon written notice of termination to Contractor.
- 10. Contractor may not assign this Contract, and any changes to the terms of this Contract must be contained in a written amendment, executed by the parties hereto.
- 11. This Contract does not create an employee/employer relationship between the parties. It is the intent of the parties that Contractor is an independent contractor under this Contract and not the TOWN's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law.
- 12. Contractor shall provide evidence of insurance to the Town that complies with the insurance laws of the State of Florida, including workers compensation insurance as

required by law, and liability insurance as required in the bid requirements and information, part 1, section 12, page 5.

General Aggregate	\$1,000,000.00
Products-Comp/Op Agg.	\$1,000,000.00
Personal & Adv. Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Fire Damage (any one fire)	\$50,000.00
Med. Expense (any one person)	\$5,000.00

- 13. The Contract Documents as described herein, together with any exhibits, constitute the final and entire agreement between the Contractor and Town and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding this Contract shall be deemed to exist or to bind either party, unless same be in writing, dated subsequent to the date hereto, and duly executed by the party to be charged.
- 14. Should any provision, paragraph, sentence, word, or phrase contained in this document be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, and the remainder shall remain unmodified and in full force and effect.
- 15. The Town and Contractor knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in state and or federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon this Contract and/ arising out of, under, or in connection with the services performed hereunder, or any course of conduct, course of dealing, statements or actions or inactions of any party hereto.
- 16. If either the Town or Contractor is required to enforce the terms of this Contract by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties have made and executed this Contract on the respective dates under each signature.

Approved As To Form:	
	Susan Trevarthen, Town Attorney
TOWN OF LAUDERDAL	E BY-THE-SEA, FLORIDA

Esther Colon, Town Manager	Date:	
BRTS Street Light Maintenance Services Agreement 2	010	

CONTRACTOR	
Ву:	Date:
	Title:
Print Name	

#### WORK ORDER

WORK ORDE	ER .	DATE:
TIME IN:		TIME OUT:
		Thire Oot.
COMMENTS:		

#### ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA	)
	: 88
COUNTY OF BROWARD	)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Lauderdale-By-The-Sea as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

y: Yhwagd

Sworn and subscribed before me this

8th day of April ,2010

NOTARY PUBLIC, State of Florida

My Commission Expires:\_

SUSAN DAMMYER
MY COMMISSION # DD 898282
EXPIRES: August 6, 2013
Bonded Thru Budget Notary Services

# SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICE AUTHORIZED TO ADMINISTER OATHS.

1.	This sworn statement is submitted with Bid, Bid or Contract No. 10-03-02		
	for Street Light		
. 1	Maintenance Services Agreement 2010		
2.	This sworn statement is submitted by <u>Florida Electric Contracting Ser</u> vice Inc. (name of entity submitting sworn statement)		
	whose business address is 1445 SW 21 Avenue		
	FtLauderdale, FL 33312and (if applicable)		
	its Federal Employer Identification Number (FEIN) is 65-1122012 (If		
	the entity has no FEIN, include the Social Security Number of the individual signing		
	this sworn statement.)		
3.	My name is Sheryl C. Suragdeen and		
	my relationship to Florida Electric Contracting (please Print name		
	of individual signing) the entity named above is		
	President		
4.	I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be Provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.		
5.	I understand that "convicted" or "conviction" as defined in Paragraph 287.133(I)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.		
6. Statu	I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida tes, means		

- 1. A Predecessor or successor of a person convicted of a public entity crime: or
- 2. An entity under the control of any natural person who is active in the management of t entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the Preceding 36 months shall be considered an affiliate.
- 7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the Provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 8. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with no convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

There has been a Proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent Proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the

	person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)					
		e any action	as not been put of taken by or pend			
		•	Asignatur Asignatur	e) 2010	·	
STATE OF_	Florida		(date)			
COUNTY OF	Broward					
who, after	first being	1.5	e undersigned auth by me, affix _ in the space pro		signature	
(name of individual)	vidual signing) 2ケレー , 2	.01 <u>Q</u> .				
V		1				

hearing officer determined that it was in the public interest to remove the

Г	Λ	COE	20 CEDTIC	CATE OF LIAD	II 17737 IN 17			DATE (MM/DD/YYYY
L				CATE OF LIAB				3/31/2010
P. 2 !	500	Insur Nort	Phone: 954-979-5855 cance, Inc. Th Powerline Road Beach FL 33069	Fax: 954-979-6788	ONLY A	AND CONFERS R. THIS CERTIFIC	SUED AS A MATTER NO RIGHTS UPON CATE DOES NOT AM AFFORDED BY THE	THE CERTIFICATI END. EXTEND OF
					INSURERS	AFFORDING CO	VERAGE	NAIC#
	UREE							Co. 19410
			Hectric Contract 1 Avenue	ing Service, Inc.	INSURER B:			
		,	rdale FL 33312		INSURER C:			
					INSURER D:	·		
	WE.	RAGES		<del></del>	INSURER E:			
THE NOI CER	PO WIT TIF MS,	LICIES HSTAND ICATE EXCLU	OF INSURANCE LISTED DING ANY REQUIREMENT, MAY BE ISSUED OR MAY	BELOW HAVE BEEN ISSUED T TERM OR CONDITION OF ANY PERTAIN, THE INSURANCE A OF SUCH POLICIES. AGGREG	CONTRACT OR FFORDED BY TH	OTHER DOCUMENT E POLICIES DES	WITH RESPECT TO WE	IICH THIS
INSF	ADD	<u> </u>	TYPE OF INSURANCE	POLICY NUMBER		POLICY EXPIRATION DATE (MM/DD/YY)		
A	Х	GENER	RAL LIABILITY	1797190	2/1/2010	2/1/2011	EACH OCCURRENCE	\$1,000,000
		X C	OMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	\$100,000
	Ì		CLAIMS MADE X OCCUR				MED EXP (Any one person)	\$5,000
		X \$	1,000				PERSONAL & ADV INJURY	\$1,000,000
		<b>├</b> -					GENERAL AGGREGATE	\$2,000,000
			AGGREGATE LIMIT APPLIES PER: DLICY X PRO-				PRODUCTS - COMP/OP AGG	\$2,000,000
Ą			IOBILE LIABILITY	8262604	2/1/2010	2/1/2011	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
			L OWNED AUTOS CHEDULED AUTOS		9		BODILY INJURY (Per person)	s
			RED AUTOS ON-OWNED AUTOS				BODILY INJURY (Per accident)	s
							PROPERTY DAMAGE (Per accident)	\$
			E LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		AN	Y AUTO				ALITO ONLY:	\$
			/UMBRELLA LIABILITY	BE080778879	2/1/2010	2/1/2011	EACH OCCURRENCE	\$1,000,000
		X oc	CUR CLAIMS MADE		. 14.40	-		\$1,000,000 \$
		DE	DUCTIBLE					\$
		RE	TENTION \$					\$
.			MPENSATION AND	1593104	2/1/2010	2/1/2011	X WC STATU- OTH-	
	ANY F	ROPRIET	OR/PARTNER/EXECUTIVE				E.L. EACH ACCIDENT	1,000,000
			BEREXCLUDED? Yes			<u> </u> -	E.L. DISEASE - EA EMPLOYEE	1,000,000
-	SPEC OTHE		under (ISIONS below				E.L. DISEASE - POLICY LIMIT	1,000,000
ec:	ric	al App y (Per	paratus Installation,	S/EXCLUSIONS ADDED BY ENDORSEMEN Service or Repair. Certi thed) subject to the terms,	ficate Holder	is additional	Insured as respect of the policy.	s General
ER	TIFIC	CATE	IOLDER		CANCELLATION	ON		
TOWN OF LAUDERDALE-BY-THE-SEA W 4501 OCEAN DRIVE CLAUDERDALE-BY-THE-SEA FL 33308 SI			BEFORE THE E WILL ENDEAVO CERTIFICATE SHALL IMPOSE	EXPIRATION DATE OR TO MAIL 30 D HOLDER NAMED T NO OBLIGATION	SCRIBED POLICIES BE THEREOF, THE ISSUI AYS WRITTEN NOTICE O THE LEFT, BUT FAI OR LIABILITY OF AN REPRESENTATIVES.	NG INSURER TO THE LURE TO DO SO		
					AUTHORIZED REPR	RESENTATIVE	Katu Jukan	

#### **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A 'statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

#### **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations		
Information required to complete this Schedule, if not show	vn above, will be shown in the Declarations.		

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

CG 20 37 07 04

© ISO Properties, Inc., 2004

#### FLORIDA ELECTRIC CONTRACTINGS SERVICE INC.

1445 SW 21<sup>ST</sup> A VENUE, FORT LAUDERD ALE, FL 33312 TEL: 954-587-6760 FAX: 954-321-0355

January 22, 2010

#### Executive Summary

Florida Electric Contracting Service, Inc. (FECS) is located in Broward County at 1445 SW 21st Avenue, Ft. Lauderdale, FL, 33312. This location consists of 11,000 Sq. Ft. of equipment maintenance facility, warehouse, and an additional 3,200 Sq. Ft. of office space. Pamela established FECS as a privately held female owned company in 2001. In anticipation of retirement, Pamela partnered with coworker, Sheryl Suragdeen, who has over 10 years experience in the industry; who became majority shareholder and President in 2003. In 2007 Pam retired and Sheryl now oversees the business activities and operation flow to insure production efficiency, quality service and customer satisfaction. Vernon J. Franke is the Electrical Qualifier (EC0000246) and Vice President with over 30 years experience in the industry and oversees the daily operations. FECS is minority female owned licensed General and Electrical Contractor and is competent in all phases of electrical construction. Moreover, we are 8(a) Small Business Association certified by the Federal Government and a certified Minority Business Enterprise by the State of Florida. Additionally, we are in the process of becoming a certified vendor with Florida Department of Transportation (FL DOT). FECS currently employs between 15-20 highly trained, qualified and licensed professionals in the design of electrical systems, installation, construction, and maintenance.

FECS specializes in all types of sports facility lighting, parking lot lighting, street lighting, pole setting, ballfield netting, construction of recreational park buildings, and electrical service installations/upgrades. FECS has established a reputation of installing lighting poles and fixtures in the most efficient manner possible. General contractors, as well as, other electrical contractors repeatedly call upon FECS to handle theses phases of their construction projects. FECS has at their disposal various pieces of equipment necessary to complete these and other tasks.

FECS has the responsibility of maintaining the ballfield lighting, street lighting, parking lot lighting and service calls for Government Agencies such as; School Board of Broward County, Coral Springs, Dania Beach, Davie, Hollywood, Homestead, Miami Gardens, Miramar, North Miami Beach, Oakland Park, Pembroke Park, Pompano, South Miami, Tamarac and several others.

FECS is frequently called upon by various municipalities to perform specialized services not within the scope of their regular City departments. In addition, FECS is adept at trouble shooting problems and effecting repairs in a timely manner.

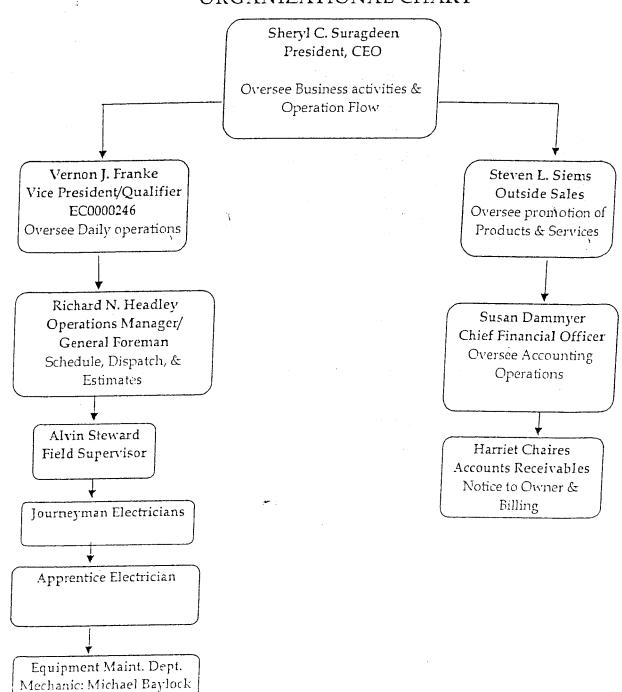
Please contact us to assist with your needs, questions or to obtain references.

445 S.W. 21ST AVENUE . FT. LAUDERDALE 33312 . BUSINESS PHONE (954) 567-6760 . FAX (954) 321-0355

- · COMMERCIAL
- · INDUSTRIAL
- · PARKING LOT LIGHTING

Wednesday, December 9, 2009

# ORGANIZATIONAL CHART



# SHERYL C. SURAGDEEN

8664 SW 22<sup>ND</sup> CT, MIRAMAR, FL 33025 (954)477-7648 <u>SHERYLS@FLAELECTRIC.COM</u>

# **OBJECTIVE:**

Provide leadership to position the company at the forefront of the Construction industry. Develop a strategic plan to advance the company's mission and objectives and to promote revenue, profitability and growth as an organization. Oversee company's operations to insure customer satisfaction, efficiency, quality and cost-effective management of resources. While Developing a culture that creates a synergistic and positive working environment. Where stability, consistency, and strong internal controls are essential in achieving the company's goal.

# **EXPERIENCE:**

# Florida Electric Contracting Service Inc, Ft. Lauderdale, FL

2002-Current

- > President (2003-Present) Primary Responsibilities
- With over 10 years experience in the construction industry and in financial management my primary duties are to develop and execute a strategic plan to ensure the longevity of the company's development and growth. Oversee company operations on a daily basis to insure efficiency, quality service and customer satisfaction are provided by the most competent and cost-effective means. I plan, develop, and implement strategies for generating resources and or revenues. Evaluate employee performances, compliance with established company objectives, and policies. The experience and knowledge I have gained over the years have assisted me with the ability to improve operational procedures, policies, and standards; while considering current environmental and economical conditions.

# Florida Electric Service Inc, Ft. Lauderdale, FL

2000-2001

- > Junior Accountant & Human Resources
- Assisted in daily operations and accounting activities including, maintaining currently projects, entered and paid invoices, recorded purchase orders and track receipt of materials. Assisted in customer request for scheduling and dispatching. Assisted with billing, Job Cost, Payroll and General Ledger.
- Assisted with year-end-close.

### **EDUCATION:**

Currently

1997-1998

Electrical Contractors License

Mike Holt Enterprise

2005-2008

Florida Atlantic University.

Bachelors in Arts Degree, Accounting.

0 ,

Broward Community College

Aug. 2000-Jan. 2005

7

Associates in Arts Degree, Accounting

Sheridan Vocational Tech. Center

Certificate in Accounting Operations.

COMPUTER SKILLS: PROFICIENT IN MICROSOFT WORD, POWERPOINT, AND EXCEL, COREL WORD PERFECT, COREL QUATTRO PRO, AGE TIMBERLINE, CONSTUCTION MANAGEMENT AND ELECTRONIC 10-KEY CALCULATOR.

RFFFRENCES:

Available upon request.

# Vernon Jay Franke, P.E.

Jay is Vice-President of Florida Electric Contracting Service, Inc. He has over thirty-five years of experience in the electrical construction field. He has been a licensed Florida Electrical Contractor (EC0000246) for over thirty-two years.

He is a graduate of the University of Florida (1971) with a B.S. in Electrical Engineering.

From 1972 to 1987, Mr. Franke was president of a family-owned electrical construction firm (Atlantic Electric Contractors, Inc.) that employed as many as 110 people. During this period, they constructed various types of facilities, including schools, manufacturing plants, concrete plants, hospitals, commercial and public buildings, hi-rise residential, shopping centers, and also installed underground distribution, duct banks and utility vaults for Florida Power & Light Co. The size of the projects extended to over \$2.5 million (electrical). He was also an active member of the local chapter of the National Electrical Contractors Association where he served for many years as a Director and Officer. In the 70's, he wrote a computer estimating program which was successfully utilized for over ten years.

From 1987 to 1989, Jay was employed by Oceanside Electric, Inc. And was responsible for estimating all major projects and oversaw all office procedures including purchasing and accounting.

Since 1989, Jay has been employed by Construction Consultants of Florida, Inc. and has been involved with all lighting and electrical design projects. He also designed & implemented computerized electrical calculation programs. In 1995, he obtained his professional engineers license and in 1996 acquired Construction Consultants of Florida, Inc. where he continues to provide electrical engineering services.

In 2008, Jay was employed by Florida Electric Contracting Services, Inc. as Vice-President responsible for electrical construction.

# Richard N. Headlev II

3505 S. Ocean Drive, Apt. 504. Hollywood, FL 33019 Tel: (954) 275-9819, richardh@flaelectric.com

OBJECTIVE: Maintain a positive and productive working environment while continuing to complete projects efficiently and under-budget. In addition, I plan to continue my education in the construction management industry and to serve as an example of ethics, quality and leader to other.

# EXPERIENCE: Florida Electric Contracting Service Inc, Ft. Lauderdale

2002-Present

Operations Manager

2004-Present

• With over 20 years experience in electrical construction, some of my responsibilities involve estimating and studying blueprints, overseeing and managing projects and field personnel. Currently I supervise approximately 15 field workers on a daily basis. In addition, create, execute and organize daily operational aspects of a project. Identify resources needed and delegate responsibilities accordingly. Maintain project documents are complete, current, and stored appropriately. And most importantly, ensure customer satisfaction.

Safety Director

2004-Present

- · Responsible for providing leadership, direction, and a safe working environment; while minimizing exposure
- Duties entail regular job-site walk-through inspections, identification of possible hazardous conditions and ensure corrections are made. Assist the president, Sheryl in compiling data, photographs, etc as needed as-aresult of an accident and conducting safety training.

General Foreman

2002-2004

- · Assisted in the remodeling of CB Smith Water Park. Supervised the building of 9 new outdoor bathrooms facilities, 2 new electric rooms and 6 electric rooms.
- Supervised the football field lighting installation at Hallandale High School and Coconut Creek High School.

### Anthony Electric Service, Ft. Lauderdale

1992-2002

3<sup>RD</sup> Year Apprentice pass Journeyman Exam

• Started as a 3<sup>rd</sup> Year Apprentice, during that year I acquired my Electrical and began leading small crews on several projects. Including Ticket booth renovations for Continental, Southwest, United and Delta airlines. ATM installations At Fort Lauderdale/Hollywood International Airport, Power installation for Broward Aviation Department Arts Project and Installation of new computer system for United Airlines at FLL and PBI airports.

### Delta Electric Service, Pompano, FL

1988-1992

- Electrician's Helper
  - Learned and worked fire alarm systems, assist in electrical installations specific to hospitals and airports.

### 3-D Electric, Davie, FL

1987-1988

• Electrician's Helper

# **EDUCATION**

+	National Electrical Contractors Association Estimating Course	2007
•	WinTRF computer estimating course	2006
+	National Joint Apprenticeship & Training Committee	1990-1995
•	Sheridan Hills Christian High School	1981-1985

# **INTEREST & HOBBIES**

♦ Studying stock market technical trends, with the assistance of my small library of books, the daily news and various trading software.

# ALVIN D. STEWARD

3901 SW 53<sup>RD</sup> Avenue, Davie, FL 33314 Phone: 954-275-3252

# **EDUCATION**

> OSHA 30 Hour Training Program for Construction 2009

> CRANE TEC Tampa, FL

Certified Mobil Crane Operator 2007

National Joint Apprenticeship & Training Committee (NJATC)

Licensed Journeyman Electrician

NATIONAL JOINT APPRENTICESHIP & TRANING COMMITTEE (NJATC)
 Apprenticeship Program
 1997-2002

United State Coast Guard
Small Boat Station-Worked on Search & Rescue, shoreline patrol and Drug interdiction

> Western High School 1982-1986

# EXPERIENCE & LEADERSHIP

# Florida Electric Contracting Service Inc

2002 to present

- Foreman, Field Supervisor in charge of work crews on various projects such as; Palmetto Bay,
   CB Smith Water Park, Coral Springs High School Ballfield Lighting.
- Responsible for ordering materials, workflow supervision until completion of project.
- Knowledgeable in National Electrical Code-oversee that all work is performed in accordance with accepted procedures.
- Supervise Projects that have been completed on time and under budget
- Competent Journeyman Electrician
- Interact with customers and making sure they are satisfied

# Florida Electric Service Company Inc

1997-2001

- Acquire knowledge to help myself to become a lead Journeyman Electrician someday.
- Assisted Journeyman Electrician in various projects as per scope of services, while adhering to National Electrical Code
- Learned how to be a Lead Journeyman Electrician & a Team Player

# HOBBIES & INTEREST

Spending time with my family, wife and two children, while being a significant figure in their growth



DRIVER LICENSE CLASS E F652-870-49-381-0

VERNON JAY FRANKE 1601 SE 14 ST FT LAUDERDALE, FL 33316-2221 DOB 10-21-1949 SEX M HOT 5-10 ISSUED, 08-27-2009 EXPIRES 10-21-2017 REST. ENOORSE

Charles and Carlo

DUPLICATE 08-27-2009



STATE OF FLORIDA

AC# 3918511

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

08/14/08 088031244

CERTIFIED ELECTRICAL CONTRACTOR FRANKE, VERNON J FLORIDA ELECTRIC CONTRACTING SER

IS CERTIFIED under the provisions of Ch. 489 FS Expiration date: AUG 31, 2010 L08081402186

AC# 3918511

# STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION ELECTRICAL CONTRACTORS LICENSING BOARD

SEQ# L08081402186

BATCH NUMBER LICENSE NBR DATE 08/14/2008 088031244 EC0000246

The ELECTRICAL CONTRACTOR Named below IS CERTIFIED Under the provisions of Chapter 489 FS. Expiration date: AUG 31, 2010

> FRANKE, VERNON J FLORIDA ELECTRIC CONTRACTING SERVICE INC 1445 SW 21 AVENUE FORT LAUDERDALE FL 33312

CHARLIE CRIST GOVERNOR

DISPLAY AS REQUIRED BY LAW

CHARLES W. DRAGO SECRETARY

AC# 3880132

# STATE OF FLORIDA

# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L08072901691

BATCH NUMBER LICENSE NBR DATE

07/29/2008 088017258 CGC8284

The GENERAL CONTRACTOR

Named below IS CERTIFIED Under the provisions of Chapter 489 FS. Expiration date: AUG 31, 2010:

WESTERVELT SHELDON FLORIDA ELECTRIC CONTRACTING SERVICE, 1445 SW 21ST AVENUE FORT LAUDERDALE FL 33312 **SOUTH TO** 

CHARLIE CRIST GOVERNOR

DISPLAY AS REQUIRED BY LAW

CHUCK DRAGO INTERIM SECRETARY



# CITY OF FORT LAUDERDALE BUSINESS TAX YEAR 2009 - 2010

Denice of Obmerica

BUSINESS TAX DIVISION 700 NW 19 AVENUE, FORT LAUDERDALE, FLORIDA 33311 (954)828-5195

Business ID: 9040123
Business Address: 1445 SW
Tax Category:

714064

157.50

Fee:

Tax Category:

FLORIDA ELECTRIC CONTRACTING SERVICE INC 1445 SW 21 AVE FORT LAUDERDALE, FL 33312

# STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION CONSTRUCTION INDUSTRY LICENSING BOARD SEQ# 109060900925

DATE	BATCH NUMBER	LICENSE	NBR - NBR	
709/2009	080519383	0322709		

he BUSINESS ORGANIZATION amed below IS QUALIFIED nder the provisions of Chapter 489 FS. Expiration date: AUG 31, 2011 THIS IS NOT A LICENSE TO PERFORM WORK. THIS ALLOWS OMPANY TO DO BUSINESS ONLY IF IT HAS A QUALIFIER.) FLORIDA ELECTRIC CONTRACTING SERVICE INC 1445 SW 21ST AVENUE FORT LAUDERDALE FL 33312

> CHARLIE CRIST GOVERNOR A

DISPLAY AS REQUIRED BY LAW

CHARLES W. DRAGO SECRETARY



# U.S. SMALL BUSINESS ADMINISTRATION WASHINGTON, D.C. 20416

November 4, 2009

Sheryl C. Suragdeen, President Florida Electric Contracting Service Inc. 1445 S.W. 21st Avenue Fort Lauderdale, FL 33312-3109

Dear Mrs. Suragdeen:

Congratulations! Your firm has been certified as a Participant in the U.S. Small Business Administration's (SBA) 8(a) Business Development Program. Your nine (9) year program term begins on the date of this letter.

During participation in the 8(a) Business Development Program, you will receive business development assistance from an assigned Business Development Specialist in the South Florida District Office located at 100 S. Biscayne Blvd - 7th Floor, Miami, FL 33131. The phone number is (305) 536-5521

Your firm will become eligible to receive 8(a) Business Development contracts after you submit a business plan using SBA Form 1010C and receive SBA's approval of the plan. We are sending a copy of this certification letter to the SBA South Florida District Office. That office will send you the business plan form.

SBA requires that the 8(a) participant is President or Chief Executive Officer sign a Participation Agreement to show that he or she understands the conditions of 8(a) program participation. Please read the Agreement carefully, sign and date one copy and return it to the SBA South Florida District Office at the address shown in the third paragraph above. The second copy is for your records.

Even though your firm s approved North American Industry Classification System (NAICS) Code is 238210, your firm may be awarded contracts under other NAICS Codes, as long as your firm is qualified to perform the required service or task. In this regard, please note that contracts awarded under 8(a) Business Development Program authority generally result from the self-marketing efforts of participating firms. While your firm s acceptance into the 8(a) Business Development program is not a guarantee of contract support, SBA will make every effort to assist you in your marketing efforts.

During your participation in the 8(a) Business Development Program, I encourage you to take advantage of the Mentor-Protégé Program, the Federal Surplus Property Program and the extensive management and technical training available to you. Your local SBA District Office can provide additional information on these programs.

If you have not already done so, we strongly suggest that you acquire access to e-mail to enhance your communication abilities with public and private sector buyers. Also, you should consider setting up a merchant account with a credit card company which will give you the ability to accept credit card orders for your goods and services from over 1,000 Federal buying offices. Finally, registration in the Department of Defense is Central Contractor Registration (CCR) database is a requirement to receive federal contracts. Therefore, if you have not already done so, you must register your firm, including

completion of the SBA supplemental page, in the CCR registry found on-line at http://www.ccr.gov/.

I welcome you as an 8(a) Business Development Program participant and wish you every possible success.

Sincerely,

Joseph P. Loddo

Associate Administrator

Office of Business Development



A DIVISION OF SUPPLY MANAGEMENT & LOGISTICS DEPARTMENT

This Certifies

# Florida Electric Contracting Service, Incorporated

Has met the requirements for certification established by Broward County Public Schools Supplier Diversity & Outreach Program as a (an)

AND LOSING TO SAND L

African-American

(MBE)

3/31/2008	
Effective Date	Service Annual Control
3/31/2011	
Expiration Date	

7007-3818 01

Certification Number

Michelle Bryant Wilcox M/WBE Coordinator

# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

SUPPLIER DIVERSITY & OUTREACH PROGRAM Michelle Bryant Wilcox, M/WBE Coordinator 7720 W. Oakland Park Blvd., Suite 323 Sunrise, FL 33351 (754) 321-0550

March 31, 2008

Florida Electric Contracting Service, Incorporated Ms. Sheryl C. Suragdeen 1445 SW 21 Avenue Fort Lauderdale, FL 33312

Dear Ms. Suragdeen:

### SCHOOL BOARD

Chair ROBIN BARTLEMAN MAUREEN S. DINNEN BEVERLY A. GALLAGHER JENNIFER L. GOTTLIEB PHYLLIS C. HOPE STEPHANIE ARMA KRAFT, ESQ ROBERT D. PARKS, Ed.D. ELEANOR SOBEL BENJAMIN J. WILLIAMS

> JAMES F. NOTTER Superintendent of Schools

# CONGRATULATION!

Your application for certification as a Minority/Women Business Enterprise (M/WBE) is approved. The enclosed certificate becomes valid when bids are advertised within your area of specialty. The Purchasing Department has entered into an agreement with DemandStar.com a government bid service provider. Although it is not necessary to be registered with them to do business with the SBBC, being a member of the DemandStar.com network provides many benefits. For more information on DemandStar.com, you may contact them at (800) 711-1712 or at www.demandstar.com. If your firm is qualified in the construction arena please view http://www.broward.k12.fl.us/constructioncontracts/home/home001.htm. for further assistance.

We encourage you to become an active bidder in the contracting and subcontracting opportunities with the School Board of Broward County. The following data reflects the manner in which your company is listed on the School Board's mainframe computer system.

Certificate Number: 7007-3818 - 01

(BIC)

Certification Status: Mar 31, 2008 until

Mar 31, 2011

Minority Status: African-American

(MBE)

Trade or Service:

Electrical Contractor

Your certification is valid for a three (3) year period, and it is subject to review in order to verify continued eligibility. Should any change occur which may adversely affect the minority status of your company, please notify the Supplier Diversity & Outreach Program Office within fifteen (15) calendar days. Failure to do so may result in de-certification of your minority/women certification status.

Should you have any questions regarding your certification status with the School Board of Broward County, I may be reached at (754) 321-0550. Also, if there are any questions regarding your certification status with the North Broward Hospital District, they may be reached at (954) 831-2795 and Broward County Board of County Commissioners at (954) 357-7800.

Sincerely,

M/WBE Coordinator

SUPPLIER DIVERSITY & OUTREACH PROGRAM

Enclosures (2)



Certificate Number:

# Small Business Development Division

Governmental Center Annex 115 S. Andrews Avenue, Room A640 • Fort Lauderdale, Florida 33301 • 954-357-6400 • FAX 954-357-6010

This Certificate is Awarded to: Florida Electric Contracting Service, Inc.

The requirements have been met for certification for:

Community Disadvantaged Business Enterprise

As set forth in the Business Opportunity Act of 2004 and/or The Community Disadvantaged Business Enterprise Act of 2007. The Small Business Development Division must be notified within 30 days of any material changes in the business which may affect ownership and control. Failure to do so may result in the revocation of this certificate and/or imposition of other sanctions.

BC- CDBE Certificate Expires: 9/26/2010

Small Business Development Division

Broward County Board of County Commissioners

Josephus Eggelletion, Jr. • Sue Gunzburger • Kristin D. Jacobs • Ken Keechl • Ilene Lieberman • Stacy Ritter • John E. Rodstrom, Jr.

Diana Wasserman-Rubin • Lois Wexler

www.broward.org/smallbusiness • EO200730812



Office of Equal Opportunity

Small Business Development Division

Government Center Annex

115 S. Andrews Avenue, Room A640 · Fort Lauderdale, Florida 33301 · 954-357-6400 · FAX 954-357-6010

November 8, 2007

Sheryl C. Suragdeen Florida Electric Contracting Service, Inc. 1445 SW 21st Avenue Fort Lauderdale, FL 33312

Dear Sheryl C. Suragdeen:

The Broward County Small Business Development Division is pleased to award your company certification as a: **Community Disadvantaged Business Enterprise** and . Your firm is now eligible to participate in these Small Business Development programs.

Now that your firm is certified, learn the secrets of How to do Business with Broward County by attending our monthly workshop held every third Thursday of the month. For specific time and location, please visit our website at <a href="http://www.broward.org/smallbusiness/welcome">http://www.broward.org/smallbusiness/welcome</a>.

In order to participate in Broward County projects, you must obtain a vendor registration number with the Broward County Purchasing Division. To obtain a vendor registration number go to, <a href="http://www.broward.org/purchasing">http://www.broward.org/purchasing</a>. To review current Broward County Government bid opportunities visit: <a href="http://www.broward.org/purchasing/currentsolicitations.htm">http://www.broward.org/purchasing/currentsolicitations.htm</a>. Bid opportunities over \$30,000 will be advertised to vendors via <a href="e-mail">e-mail</a>. Please keep both the Purchasing Division and the Small Business Development Division apprised of your current e-mail address.

You are certified to participate in the following category(s): **Construction Services.** This is also how your listing in our directory will read. You may access your firm's listing by visiting the Small Business Development Division Directory, located on the internet at: <a href="https://bcegov3.broward.org/smallbusiness/sbdirectory.aspx">https://bcegov3.broward.org/smallbusiness/sbdirectory.aspx</a>

We look forward to working with you to achieve greater opportunities for your business through county procurement.

Sincerely.

Marcia Young, Director

Small Business Development Division

Cert Agency: BC-CDBE

CERTIFICATION EXPIRATION DATE: 9/26/2010



The School District of Palm Beach County, FL 3300 Forest Hill Blvd., Suite A-106 West Palm Beach, FL 33406-5813

Office of Diversity In Business Practices

Arthur C. Johnson Ph.D., Superintendent Heidi Galloway, Business Analyst Telephone: (561) 434-7422 Fax: (561) 432-6384

Bid Information: www.bidsvnc.com

E-Mail: galloway@palmbeach.k12.fl.us

February 13, 2009

FLORIDA ELECTRIC CONTRACTING SERVICE, INC 1445 SW 21ST AVENUE FT LAUDERDALE, FL 33312

Attention: SHERYL SURAGDEEN,

Congratulation! Please find enclosed the School District of Palm Beach County and the Office of Diversity in Business Practices, Minority/Women Business Enterprise Certificate. A copy of this certificate must be included in all proposals or bids that your firm participates on as a prime or subcontractor. Please register as a school district vendor with <a href="www.bidsync.com">www.bidsync.com</a>, formerly known as RFP Depot. This is recommended but it is optional and there should be no charge to view The School District of Palm Beach County bids. We also offer a Small Business Enterprise Program – see attached notice.

Many of the School District general procurement bids are listed on BidSync/RFP Depot. Also continue to check the Purchasing web-page at <a href="http://www.palmbeach.k12.fl.us/bids/">http://www.palmbeach.k12.fl.us/bids/</a> for RFP/ITNs, and their related bid information. Lastly check the Construction-Purchasing web-page at <a href="http://www.palmbeach.k12.fl.us/bids/Construction/BidsAndRFPs.asp">http://www.palmbeach.k12.fl.us/bids/Construction/BidsAndRFPs.asp</a> for construction related bid information.

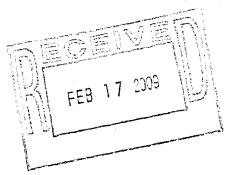
Please note that this Minority Certification is for firms identified as being owned 51% or more by a Woman or a Minority. The construction-purchasing department has their own Pre-Qualified Vendor Program for licensed construction Vendors. Please see the Construction-Purchasing web-page at <a href="http://www.palmbeach.k12.fl.us/bids/Construction/Files/PreQual.html">http://www.palmbeach.k12.fl.us/bids/Construction/Files/PreQual.html</a> for information about the Pre-Qualified Vendor program.

If you choose to register with BidSync/RFP Depot, please email or fax back to me a copy of your certification so I know to update your certification on-line with RFP Deport. If we can be further assistance to your firm, please feel free to contact me at (561) 434-7422.

Sincerely,

Heidi Galloway

Heidi Galloway Business Analyst – Office of Diversity in Business School District of Palm Beach County





# State of Florida Minority Business Enterprise Certification

# FLORIDA ELECTRIC CONTRACTING SERVICE INC

is certified as a Minority Business Enterprise under the provisions of Chapter 287, Florida Statutes for a one year period from:

February 3, 2009

to

February 3, 2010

Executive Director

Florida Department of Management Services
Office of Supplier Diversity

TRUCK	YEAR/MAKE/MODEL 1973 INTERNATIONAL TRUCK	VIN# 75797CGB21144	USE DRILLING RIG	GVW 37000.
330-12 AUGER TRUCK	1995 FORD	1FDYW8ZE3SVA60414	DRILLING RIG	46000
330-15 AUGER TRUCK	1973 INTERNATIONAL TRUCK	1568200091011	DRILLING RIG	39000
500-25 AUGER TRK	1985 GMC ERIGADEER TRUCK	1GDT9C4W0FV508172.	DRILLING RIG	48860
500-30 AUGER TRUCK	1962 INTERNATIONAL TRUCK	816057295		15000
STERLING AUGER TRK		DR2084BKZ1067	DRILLING RIG	73460
TEXOMA TAURUS AUGER TRUCK	1977 CRANE CARPIER	1FDYU82E1RVA33521	9-TON CRANE	46000
FORD CRAME	1934 FORD TRUCK		35 TON CRANE	54000
EWD CRANE	1989 FWD CRANE	1F359H307KL026122		
25 TON CRANE/BUCKET	2001 VOLVO CRANE 25 TON	4V5JC8UE21N309411	23 TN CRN/148' Bt	JCKE SE/40
STEATO-TOWER BUCKET TRUCK	1984 INTERNATIONAL 1850	2HTD1035NECB10298	BUCKET TRUCK	17450
65' HI-PANGER BHT	1974 INTERNATIONAL 1800	FD87454H	BUCKET TRUCK	34500
SHORKEL BUCKET TRUCK	1968 SEAGRAVE	R4425	BUCKET TRUCK	<20000
REACH-ALL BUCKET TRUCK("HULK"	) 1954 INTERNATIONAL TRUCK	952513280	BUCKET TRUCK	56000
105 FOOT REACH-ALL BUCKET	1964 INTERNATIONAL	M540425	BUCKET TRUCK	55000
55 FOOT AUTEC BUCKET TRUCK	1992 FORD F700	1FDXK74P8NVA31611	BUCKET TRUCK	31000
57 FOOT HI-RANGER BUCKET	1991 INTERNATIONAL 4700	1HTSCNEN6MH336568	BUCKET TRUCK	33000
95 FT REACH-ALL BUCKET TRUCK	1995 INTERNATIONAL	IHTSHAAPMSH624481	BUCKET TRUCK	
GEL TRUCK	1984 INTERNATIONAL	ZHTD10356ECB10272	GEL TRUCK	28000
STANEBODY GEL 330-15	1973 INTL	1568DCA10305	GEL TRUCK	37000
F-150 (FORD) SERVICE TRUCK	1990 FORD PICKUP TRUCK	1FTDF15Y8LNE46853	SERVICE TRUCK	8550
GMC BICK OB SERVICE TRUCK	1963 GMC PICKUP TRUCK	CM20DEA13409	SERVICE TRUCK	7500
INTERNATIONAL SERVICE TRUCK	1984 INTERNATIONAL TRUCK	1нтыанеквена24967	SERVICE TRUCK	19200
VANBODY SERVICE TRUCK	1984 INTERNATIONAL TRUCK	1HTLAHEKZEHA67698	SERVICE TRUCK	19200
'95 DODGE SERVICE TRUCK	1995 DODGE RAM PICKUP TRUCK	1B6MC36C8SS122662	SERVICE TRUCK	10010
CHEV STEP-VAN (MYSTERY TRUC	E) 1967 CHEVROLET STEPVAN TRUC	R PS327F174701	SERVICE TRUCK	10000
1990 INT'L SERVICE TRUCK	1930 INTERNATIONAL UTILITY	1HTSCCFL1LH218749	SERVICE TRUCK	35500
CPEWCAB LUMP TRUCK	1991 INTERNATIONAL TRUCK	1HTSAZFN1MH374927		29000

System e: 05-07-03 System me: 1:08 pm

GVW YEAR/MAKE/MODEL KEN'S TRUCK 8800 1B7KF2368XJ599446 1999 DODGE FICK UP (KEN'S) 1999 DODGE PICKUP TRUCK STEVE'S TRUCK 9400 2003 FORD EXCURSION 1FMSU41F43EA56596 2003 FORD EXCURSION BACKFILL, CLEAN UP, JD 410 BACKHOE BACKFILL, CLEAN UF, SD 510 BACHHOE BACKFILL, CLEAN UF, NEW HOLLAND BACKHOE BACKHOE/TRENCHER/FOR HOLLAND SKID STEER LOADER NEW HOLLAUD/L185 N6M436262 DAVIS 700 TRENCHER TRENCHER/LINE LAYER TRENCHER/DIGGER DAVIS 1000 TRENCHER TRENCHER/DIGGER DAVIS 70+4 TRENCHER

VERMEEP EARTH SAW

GENERATOR

POWER SOURCE

# Lectra Living, Inc.

# LECTRA LIVING, INC. STATE CERTIFIED QUALITY ELECTRICAL CONTRACTORS SINCE 1978

# ATTN: JUNE WHITE, TOWN CLERK TOWN OF LAUDERDALE BY THE SEA 4501 OCEAN DRIVE LAUDERDALE BY THE SEA, FLORIDA 33308

ITB # 10-03-02

**DATE:** 

04-08-10

COPY 2

2031 N.W. 22nd Street - Pompano Beach, Fl. 33069 - (954) 972-3800 // Fx. (954) 971-9782

TOWN of LAUDERDALE -BY-THE-SEA 4501 Ocean Drive Town of Lauderdale-by-the Sea, Fl. 33308 Attn. -

04/08/2010

I would appreciate a moment of your time to introduce you to our firm. LECTRA LIVING, INC. has spent over thirty years serving customers such as yourself with courteous, prompt, and professional electrical contracting services. With an extensive client base in the municipal, utility, and commercial markets, we have fine tuned our organization to meet the needs of our customers.

Our aerial division consists of bucket trucks and man lifts capable of reaching heights from 20' to 82'. All are well stocked with the most common types of lamps and ballasts. We also offer design and installation suggestions for new and existing parking lot lighting to meet current "Dark Sky" and wind load requirements per Florida Building Codes.

On the commercial side, we have extensive experience and resources in lighting design and control, data center design and installation, modular furniture wiring and custom office/ tenant fit outs.

We also have the capability to meet the needs of the industrial market with the latest technology in motor control such as variable frequency drives and control centers.

### Available services include:

- \* BUILDING FACILITY ELECTRICAL MAINTENANCE
- \* BUCKET TRUCK & HI-LIFT ELECTRICAL SERVICES ROADWAY, PARKING LOT LTG.
- \* FLUORESCENT SIGN REPAIRS
- \* INDOOR & OUTDOOR LIGHTING INSTALLATION & MAINTENANCE
- \* LIGHTING & POWER ENERGY CONSERVATION & ANALYSIS
- \* UPS & DATA CENTER WIRING
- \* OFFICE REMODELS, FITOUTS AND RETROFITS
- \* ALL ELECTRIC EOUIPMENT WIRING
- \* ELECTRIC CODE VIOLATIONS REPAIRS
- \* INDUSTRIAL CONTROL & INSTALLATION
- \* INFRARED ELECTRICAL SCANS Predictive and Preventative Maintenance Program for your critical Electrical systems is a pro-active infrared test to determine potential problems with the electrical components of your facilities. Some of the components that can be scanned are: Electric Panels, Transfer & Disconnect Switches, A/C Chiller Controls, Switch Gear, Power Wiring, UPS Systems, Emergency Generator systems.

EMERGENCY RESPONSE: Inevitably, emergencies will occur. Whether it be weather related, accidents, or unforeseeable failures of the building components, LECTRA LIVING is able to respond quickly with 24/7 on-call electrical professionals who will secure the site to prevent injury, further damage. We will then make the necessary repairs and restore the electrical components for its intended use.

Because of relationships with many local Municipalities and Corporations, 24/7 emergency response is just second nature to us.

### CERTIFIED DRUG FREE WORKPLACE and COMPANY SAFETY PROGRAM

### LICENSED/CERTIFIED ELECTRICIANS w/ continuing education requirements

### \* LECTRA LIVING STRATEGIC PLAN \*

CUSTOMER SATISFACTION - A customer satisfaction assessment process has been developed through informal contacts with the customer throughout and after a project. Once customers' requirements are identified, they are linked to the key business drivers so that action can be taken to insure conformance.

PRODUCT and QUALITY RESULTS - Key measures are part of the scoreboard and internal results are tracked, posted, and discussed at employee meetings.

KEY BUSINESS DRIVERS - These key business drivers help us articulate our strategy and tactics important to our success. They are:

MATCH PRODUCTS AND SERVICES TO OUR CUSTOMERS REQUIREMENTS, DELIVER VALUE TO THE CUSTOMER

MAINTAIN A HIGHLY SKILLED AND MOTIVATED WORKFORCE THAT FOCUSES ON SAFETY, CUSTOMER DEFINED QUALITY AND PROTECTING THE ENVIRONMENT

ACHIEVE A LOW COST POSITION FROM WHICH TO SERVE OUR CUSTOMERS

GROW OUR BUSINESS TO MEET OUR CUSTOMERS' NEEDS.

ATTAIN AND MAINTAIN A LEADERSHIP POSITION AND BE A ROLE MODEL IN OUR COMMUNITY AND INDUSTRY

### Affiliations:

International Association of Electrical Inspectors
Associated Builders and Contractors
Broward County Construction Services Advisory Committee
Rotary International
Leadership Broward XIII
Governor's Florida Sterling Council for Organizational and Performance Excellence

We look forward to meeting you and serving your electrical needs.

Bill Stradling, Pres./owner

# BID FORM STREET LIGHT MAINTENANCE SERVICES

TO: The Town Of Lauderdale-By-The-Sea 4501 Ocean Drive Lauderdale-By-The-Sea, Florida 33308

PROJECT TITLE: STREET LIGHT MAINTENANCE SERVICES

BIDDER: LECTRA LIVING, INC

Bidder's authorized Contact person: William D. Stradling

Telephone: (954) 972-3800

# BIDDERS DECLARATION AND UNDERSTANDING

The bidder agrees to furnish necessary equipment, materials, and personnel to perform Street Light Maintenance Services and repairs (emergency and otherwise) for the Town of Lauderdale By-The-Sea (Town) as required. The bidder declares he has used all data which he believes pertinent from the Town and other sources in arriving at his conclusions. The bidder agrees to perform all Street Light Maintenance Services as required on all Town owned or leased properties and equipment, or as directed by the Town.

# **UNIT PRICE BID**

The bidder shall accept, as full payment for the work proposed herein, the amounts and unit prices listed herein during the term of the contract. The prices quoted are for work performed during regular working hours, weekends and after hours. A holiday surcharge as stated herein is the only occasion for which there is an acceptable overtime surcharge above the rate for services performed. Holiday work may or may not be called for by the Town. All bids must be submitted on the prescribed form enclosed herein.

SERVICES PURSUANT TO THIS CONTRACT WILL BE USED FOR ROUTINE AND EMERGENCY MAINTENANCE AND REPAIRS IN AMOUNTS NOT TO EXCEED \$3,000.00 PER OCCURANCE.

# STREET LIGHT MAINTEANCE CONTRACT RATES

# REGULAR HOURLY RATE

HOURLY RATE FOR SERVICES DURING REGULAR BUSINESS HOURS

JOURNEYMAN \$ 65.00 HELPER \$ 33.00

HOURLY SURCHARGE FOR SERVICES AFTER REGULAR BUSINESS HOURS

JOURNEYMAN \$ 97.50

HELPER \$ 49.50

THE HOURLY SURCHARGE FOR SERVICES DURING HOLIDAYS AS OUTLINED IN THE AGREEMENT

JOURNEYMAN \$ 97.50

HELPER

49.50

MARK-UP ON MATERIALS AT COST,

EXCLUDING SALES TAX, SHIPPING & HANDLING

%<u>15%</u>

HOURLY RATE FOR THE USE OF A 40' LIFT BUCKET \$ 80. per hour

Note: Includes licensed electrician operator.

# EXPERIENCE OF BIDDER PAGE 2 of @

The bidder states that he is an experienced contractor and has provided similar services within the last 5 years.

(List similar services, with types, names of clients, project costs, and at least three business references, including phone numbers. Use additional sheets if necessary.)

CITY of BOCA RATON - Parks & Recreation Departments
Electrical maint. of ballfields, streets, pathways, courtaltg.
Electrical service work for buildings and facilities.
Dates of tenure : 1979 to present Contact: Mr Greg Stevens
Athletic Programs Administrator - (561) 393-7859
CITY of LIGHTHOUSE POINT Public Works Dept. Police Dept, Fire
Dept., Parks & Recreation Dept. Dates of tenure -1984 to present
Contact: Mr. Art Graham / Public Works Director (954) 946-7386
Lighting maint. for roadways, p/lots, tennis courts, ballfields,
facilities power wiring
FLORIDA ATLANTIC UNIVERSITY - Purchasing-Engineering Dept.
for Boca Raton and Fort Lauderdale campuses - Parking lot,
roadway, garage lighting maint. Dates of tenure- 2006 to present
Contact - Sonia Baez, PA (561) 297-2451
CITY of CORAL SPRINGS - Parks & Recreation - Ballfield, roadway,
tennis, basketball courts, parking lot lighting repair/maint.
Dates of tenure- 2005 to present.
Contact: Rick Engle /Dir. of Parks/Rec. (954) 345-2200

# EXPERIENCE OF BIDDER PAGE 1 of 2

The bidder states that he is an experienced contractor and has provided similar services within the last 5 years.

(List similar services, with types, names of clients, project costs, and at least three business references, including phone numbers. Use additional sheets if necessary.) NCCI HOLDINGS, INC -New construction, remodelwork, computer/data center wiring, tenant fit-outs, p/lot, facility maint. wiring - Dates of tenure -1992 - present Contact: Alex Nekrasovski, RPA (561) 893-1623 CENTRO PROPERTIES GROUP - Parking lot, premise, security lighting maint., power/distribution wiring for South Florida shopping centers.-Dates of tenure -1984-present Contact: Gerald Radtke - Prop. Mgr. (954) 946-0004 FAIRMAN & ASSOCIATES Facilities & Property Mgmnt. P/lot/security lighting, office retrofits, power wiring, facility power/lighting repairs Dates of tenure - 1990 to present Contact: Bill Fairman (561) 362-7224 Ext # 305 CITY of DEERFIELD BEACH - Public Works/Facility Maint. Maint. of ballfields, street lights, courtd, facilities, electrical service work for buildings and facilities. Dates-offtenure - 1979 to present Contact: Frank Cristiano / Facilities Manager <u>(954)</u> 480-4315

# ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA	)
	: SS
COUNTY OF BROWARD	)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Lauderdale-By-The-Sea as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: William D. Stradling, Pres.

Sworn and subscribed before me this

8th day of April \_\_\_\_, 2010

NOTARY RUBLIC. State of Florida

My Commission Expires: 8 16 2010

# SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

# THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICE AUTHORIZED TO ADMINISTER OATHS.

1.	This sworn statement is submitted with Bid, Bid	or Contract No
	ITB #10-03-02	for Street Light
	Maintenance Agreement 2010	<del>-</del>
ź.	This sworn statement is submitted by LECTRA	
	and the state of the state of the state of the state of the state of the state of the state of the state of the	entity submitting sworn statement)
	whose business address is 2031 NW 22 Str	reet Pompano Beach, Fl
	33069	and (if applicable)
	its Federal Employer Identification Number (FE	IN) is <u>591809213</u> (If
	the entity has no FEIN, include the Social Sec	urity Number of the individual signing
	this sworn statement.)	
3.	My name is William D. Stradling	and
	my relationship to LECTRA LIVING, INC.	(please Print name
	of individual signing) the entity named above is	
	President	
4.	I understand that a "public entity crime" as a Florida Statutes, means a violation of any state respect to and directly related to the transaction with an agency or political subdivision of any of including but not limited to, any bid or contract to any public entity or an agency or political sur United States and involving antitrust, fraud, the conspiracy, material misrepresentation.	ate or federal law by a person with a of business with any public entity or other state or with the United States, for goods or services to be Provided belivision of any other state or of the
5.	I understand that "convicted" or "conviction" as Florida Statutes, means a finding of guilt or a coor without an adjudication guilt, in any federal or charges brought by indictment information after verdict, non-jury trial, or entry of a plea of guilty or	enviction of a public entity crime, with r state trial court of record relating to r July 1, 1989, as a result of a jury
6. Statute	I understand that an "affiliate" as defined in es, means	Paragraph 287.133(1)(a), Florida

# ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA	)
•	. : SS
COUNTY OF BROWARD	)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Lauderdale-By-The-Sea as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: William D Stradling

William D. Stradling, Pres.

Sworn and subscribed before me this

8th\_day of April\_\_\_\_, 2010

NOTARY PUBLIC, State of Florida

My Commission Expires: 8 16 2010

# SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

# THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICE AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted wi	ith Bid, Bid or Contract No
ITB #10-03-02	for Street Light
Maintenance Agreement 2010	
This sworn statement is submitted by	, LECTRA LIVING, INC.
	(name of entity submitting sworn statement)
whose business address is 2031 No	W 22 Street Pompano Beach, Fl
33069	and (if applicable)
its Federal Employer Identification Nu	umber (FEIN) is 591809213 (If
the entity has no FEIN, include the S	Social Security Number of the individual signing
this sworn statement.)	
•	
My name is William D. Stra	adling and
my relationship to LECTRA LIVI	NG, INC. (please Print name
of individual signing) the entity named	
President	
Florida Statutes, means a violation respect to and directly related to the facility with an agency or political subdivision including but not limited to, any bid on to any public entity or an agency or property or prop	of any state or federal law by a person with transaction of business with any public entity or on of any other state or with the United States, or contract for goods or services to be Provided political subdivision of any other state or of the t, fraud, theft, bribery, collusion, racketeering, on.
Florida Statutes, means a finding of gor without an adjudication guilt, in any	eviction" as defined in Paragraph 287.133(l)(b), guilt or a conviction of a public entity crime, with y federal or state trial court of record relating to mation after July 1, 1989, as a result of a jury a of guilty or nolo contendere.
I understand that an "affiliate" as	defined in Paragraph 287.133(1)(a), Florida

- 1. A Predecessor or successor of a person convicted of a public entity crime: or
- 2. An entity under the control of any natural person who is active in the management of t entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the Preceding 36 months shall be considered an affiliate.
- 7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the Provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 8. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)
  - X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with no convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

There has been a Proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent Proceeding before a hearing officer of the State of Florida. Division of Administrative Hearings. The final order entered by the

hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(signature) 04/07/2010 (date)

STATE OF Florida

COUNTY OF Broward

PERSONALLY APPEARED BEFORE ME, the undersigned authority, William D.
who, after first being sworn by me, affixed his/her signature
Stradling in the space provided above on this 7th

(name of individual signing)
day of April , 2000.

My commission expires: 8/16/290

Notary Public State of Florida Nicote L Borter-Rivera My Commission DD586065 Expires 08/16/2010 3918541

# STATE OF FLORIDA

# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION ELECTRICAL CONTRACTORS LICENSING BOARD

54.5

SEQ# L08081402216

BATCH NUMBER DECENSE NBR DATE 08/14/2008 088031348 EC0002383

The ELECTRICAL CONTRACTOR Named below IS CERTIFIED Under the provisions of Chapter 489 FS.

Expiration date: AUG 31, 2010

STRADLING, WILLIAM DAVID LECTRA LIVING INC 2031 NW 22ND STREET POMPANO BEACH FL 3 FL 33060

CHARLIE CRIST GOVERNOR

DISPLAY AS REQUIRED BY LAW

CHARLES W.



# City of Pompano Beach Business Tax Receipt

20/2:2010

REGISTRATION NO.

-03049598

v (h)

. (30)

THAD, THE LINE OF STREET

RENEWAL

**DATE ISSUED** 

ACCOUNT NO.

123.55 REGISTRATION FEE

**BUSINESS NAME** 

CIPAN TUING INC

LOCATION Califold 22 27 DELINQUENT CHG.

TRANSFER FEE

CLASSIFICATION

MANGEMENT OF STREET

BETWEEN EDITHE LINE

your by SI fr Progress Review of the **TOTAL AMOUNT PAID** 

EFFECTIVE DATE

OCTOBER 1

**EXPIRATION DATE** ♥♥ SEPTEMBER 30

BUSINESSES MUST CONSPICUOUSLY DISPLAY THIS BUSINESS TAX RECEIPT TO PUBLIC VIEW AT BUSINESS LOCATION

CONTRACTORS MUST MAINTAIN ON FILE CURRENT LICENSING AND INSURANCE

NOTICE: A NEW APPLICATION MUST BE FILED IF THE BUSINESS NAME, OWNERSHIP OR ADDRESS IS CHANGED, THE ISSUANCE OF A BUSINESS TAX RECEIPT SHALL NOT BE DEEMED A WAIVER OF ANY PROVISION OF THE CITY CODE NOR SHALL THE ISSUANCE OF A BUSINESS TAX RECEIPT BE CONSTRUED TO BE A JUDGEMENT OF THE CITY AS TO THE COMPETENCE OF THE APPLICANT TO TRANSACT BUSINESS.

# **BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-83 1-4000 VALID OCTOBER 1, 2009 THROUGH SEPTEMBER 30, 2010

DBA:

Business Name: LECTRA LIVING INC

Owner Name: WILLIAM D STRADLING

Business Location: 2031 NW 22 ST POMPANO BEACH

Business Phone: 972-3800

Receipt #: 181-2710

Business Type: ELECTRICAL/ALARMS/CONTRACTOR

(ELECTRICAL CONTR)

**Business Opened: 09/13/2005** State/County/Cert/Reg: EC-0002383

**Exemption Code: NONEXEMPT** 

Rooms

Seats

**Employees** 

Machines

**Professionals** 

15

•	f	F	or Vending Business Or	nly		l
	Number of Mach	ines:		Vending Type	):	
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
54.00	0.00	0.00	0.00	0.00	0.00	54.00

# THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

LECTRA LIVING INC P O BOX 1134 DEERFIELD BEACH, FL 33441 Receipt #007-08-00002065 Paid 09/08/2009 54.00

RODU	CORD. CERTIF	ICATE OF L				DATE (MM/DD/ 12/29/2009	
ater	J Buchanan man, Gordon & Sands, Inc.		HOLDER	ND CONFERS NO 2. THIS CERTIFIC	SUED AS A MATTER OF II O RIGHTS UPON THE CER CATE DOES NOT AMEND, AFFORDED BY THE POLIC	TIFICATE	
י ט.	Pox 1270 o Beach, FL 33061					JILO DELOTT.	
URE				AFFORDING C		NAIC#	
	Lectra Living, Inc.			Amerisure Insi		19488	
	P.O. Box 1134			priađeneja Etti	ployers ins. Co.	10701	
	Deerfield Beach, FL 33	441	INSURER C:				
			INSURER E:				
VE	RAGES			· · · · · · · · · · · · · · · · · · ·			
NY I OLIC	POLICIES OF INSURANCE LISTED BEL REQUIREMENT, TERM OR CONDITION PERTAIN, THE INSURANCE AFFORDE! CIES. AGGREGATE LIMITS SHOWN MA	OF ANY CONTRACT OR OTHE DBY THE POLICIES DESCRIBED	R DOCUMENT WITH RE D HEREIN IS SUBJECT ND CLAIMS.	SPECT TO WHICH TO ALL THE TERM	THIS CERTIFICATE MAY BE IS S, EXCLUSIONS AND CONDITION	SI IED OD	
ADC NS	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY	POLICY EXPIRATE DATE (MM/DD/Y	ION LIMIT	'8	
X	· <del> </del> 7	GL2025149060009	10/14/09	10/14/10	EACH OCCURRENCE	\$1,000,000	
	X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$50,000	
	CLAIMS MADE X OCCUR				MED EXP (Any one person)	s5,000	
					PERSONAL & ADV INJURY	s1,000,000	
					GENERAL AGGREGATE	s2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-				PRODUCTS - COMPIOP AGG	\$2,000,000	
	POLICY X JECT LOC AUTOMOBILE LIABILITY  X ANY AUTO	CA20251380501	10/14/09	10/14/10	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	
	ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	s	
	X HIRED AUTOS X NON-OWNED AUTOS		i se se financia de la composición del composición de la composición de la composición de la composición de la composición de la composición de la composición de la composición de la composición de la composición de la composición de la composición de la composición de la composición de la composición de la composición de la composición de la composición de la composición de la composici		BODILY INJURY (Per accident)	\$	
					PROPERTY DAMAGE (Per accident)	\$	
	GARAGE LIABILITY			1	AUTO ONLY - EA ACCIDENT	\$	
	ANY AUTO		The same and a		ALITO ONLY	s s	
	EXCESS/UMBRELLA LIABILITY		1		EACH OCCURRENCE	\$	
	OCCUR CLAIMS MADE				AGGREGATE	s	
	DEDUCTIBLE	e e				S	
	RETENTION \$					\$	
		830282480000	01/01/10	01/01/11	X WC STATU- OTH-		
ANY	PLOYERS' LIABILITY PROPRIETOR/PARTNER/EXECUTIVE					\$500,000	
	ICER/MEMBER EXCLUDED?					\$500,000	
	s, describe under CIAL PROVISIONS below IER			-	E.L. DISEASE - POLICY LIMIT	s500,000	
- • • 1	<del></del>						
				1			
IPT	ION OF OPERATIONS / LOCATIONS / VEHIC	LES / EXCLUSIONS ADDED BY END	ORSEMENT / SPECIAL PR	OVISIONS			
	ate holder is listed as an addi		al Liability coverag	ge only as their	r Interest		
ap	pear when required by writter	i contract.					
	•						
	CATE HOLDER	4	CANCELLAT	TION 10 E	Days for Non-Payment		
ΓIFI				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRAT			
IFI	And the second s		ı		BED POLICIES BE CANCELLED BE ER WILL ENDEAVOR TO MAIL3		

Of certificate of insurance

IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR

REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE A Shardan.

# **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

# **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or after the coverage afforded by the policies listed thereon.



